

the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.

11. Other details can be seen in the bidding documents.

Signature and Designation of the Authority Inviting tender

For and on behalf of

## SECTION 2

### Instructions to Bidders



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#### A. General

##### 1.Scope of Bid

The Employer as defined in the Appendix to ITB invites bids for the construction of Works and their maintenance for five years, as described in these documents and referred to as "the works". The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract and do the routine maintenance of roads for five years from the date of completion.

1.3 Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

##### 2.Source of Funds

The Government of the State as defined in the Appendix to ITB has decided to undertake the works of construction and up-gradation of selected rural roads of the State through funds received under Pradhan Mantri Gram Sadak Yojana, from the Government of India, Ministry of Rural Development, and other sources to be implemented through the Employer.

2.2 The Government of the State has decided to provide funds for the routine maintenance of the roads.

#### 3. Eligible Bidders

3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

#### 4.Qualification of the Bidder

4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of civil construction works performed for each of the last five years;

(c) experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;

(d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.

(e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

(g) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;

(h) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)

(i) authority to seek references from the Bidder's bankers;

(j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;

- (k) proposals for subcontracting the components of the Works for **construction/up-gradation**, aggregating to not more than **20** percent of the Contract Price; and
- (l) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Bids from joint venture are not allowed.

4.4 A To qualify for award of the Contract, each bidder should have in the last five years:

Achieved in any one year a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least the amount equal to the estimated cost of works (excluding maintenance cost for five years) for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.

Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.

**4.4 B (a)** Each bidder must produce:

- (i) The current income-tax clearance certificate;
- (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

**(b)** Each bidder must demonstrate:

- (i) availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;
- (ii) availability for construction work for this work of technical personnel as stated in the Appendix to ITB.
- (iii) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB;

**(c)** The bidder must not have in his employment:

- (i) the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
- (ii) without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

**4.4 C** To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

**4.5** Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 A above.

**4.6** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * M - B)$$

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB.

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

**Note:** The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

**4.7** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

## 5. One Bid per Bidder

**5.1** Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

## 6. Cost of Bidding

**6.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

## 7. Site Visit

**7.1** The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting

the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

## **B. Bidding Documents**

### **8. Content of Bidding Documents**

**8.1** The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.

- 1 Notice Inviting Tender
2. Instructions to Bidders
- 3 Qualification Information
- 4 Conditions of Contract  
(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
- 5 Specifications
- 6 Drawings
- 7 Bill of Quantities
- 8 Form of Bid
- 9 Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.

**8.2** One set of the bidding documents will be issued to the bidder against the payment.

**8.3** The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

### **9. Clarification of Bidding Documents and Pre-bid Meeting**

**9.1** A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**9.2.1** If a pre-bid meeting is to be held, the bidder or his authorised representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

**9.2.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

**9.2.3** The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than one week before the meeting.

**9.2.4** Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

**9.2.5** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

### **10. Amendment of Bidding Documents**

**10.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

**10.2** Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

**10.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

### **C. Preparation of Bids**

**11.** Language of Bid

**11.1** All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

**12.** Documents Comprising the Bid

**12.1** The Bid submitted by the Bidder shall be in two separate parts:

**Part I** This shall be named Technical Bid and shall comprise of:

- I. For bidding documents downloaded from the website, the demand draft for the cost of the bidding documents placed in a separate cover, marked "cost of bidding

document downloaded from the internet”;

- II. Earnest Money in a separate cover marked 'Earnest Money';
- III. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- IV. Undertaking that the bid shall remain valid for the period specified in clause 15.1 OF ITB.
- V. any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VI. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

**Part II.** It shall be named Financial Bid and shall comprise of:

- (i) Form of Bid as specified in Section 6;
- (ii) Priced bill of quantities for items specified in Section 7;

**12.2** Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.

**12.3** The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
1	Notice inviting Tender
2	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings



### 13. Bid Prices

**13.1** The Contract shall be for the whole Works, as described in Clause 1. 1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

**13.2** The Bidder shall adopt the Percentage Rate Method or Item Rate Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders.

Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.

Item Rate Method requires the bidder to quote rates and prices for all items of the Works described in the Bill of Quantities. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

**13.3** All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

**13.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

### 14. Currencies of Bid

**14.1** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

### 15. Bid Validity

**15.1** Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

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**15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money. 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 his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

### 16. Earnest Money

**16.1** The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.

**16.2** The Earnest Money shall, at the Bidder's option, be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.

**16.3** Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.

**16.4** The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.

**16.5** The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

**16.6** The Earnest Money may be forfeited:

- a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. sign the Agreement; and/or
  - ii. Furnish the required Performance Security.

#### **17. Alternative Proposals by Bidders**

**17.1** Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

#### **18. Format and Signing of Bid**

**18.1** The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.

**18.2** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.3(a) of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.

**18.3** The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Bid.

#### **D. Submission of Bids**

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

**19.1** The Bidder shall place the two separate envelopes (called inner envelopes) marked "Technical Bid" and "Financial Bid" in one outer envelope. The inner envelopes will have markings as follows:

Technical Bid: To be opened on \_\_\_\_\_ (date and time of Technical Bid opening as per clause 22.1 of ITB.)

Financial Bid: Not to be opened except with the approval of the Employer.

The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB.

**19.2** The inner and outer envelopes containing the Technical and Financial Bids shall

- a) be addressed to the Employer at the address provided in the Appendix to ITB;
- b) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and
- c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 22.1 of ITB.

**19.3** In addition to the identification required in Clause 19.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21 of ITB, or is declared non-responsive pursuant to Clause 29.2 of ITB.

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

**20.1** Complete Bids (including Technical and Financial) must be received by the Employer at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

**20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Late Bids**

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 of ITB will be returned unopened to the Bidder.

**E. Bid Opening and Evaluation****22. Bid Opening**

22.1 The Employer will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 The envelope containing the technical bid shall be opened. The inner envelope marked "cost of bidding document downloaded from the internet" will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.

22.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

22.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.3 of ITB.

22.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within five working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

22.6 The Employer shall inform, by telegram or facsimile, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.

22.7 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation.

22.8 The Employer shall prepare the minutes of the opening of the Financial Bids.

**23. Process to be Confidential**

23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

**24. Clarification of Bids and Contacting the Employer**

24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

**25. Examination of Bids and Determination of Responsiveness**

25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**26. Correction of Errors**

26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.

**27. Evaluation and Comparison of Bids**

27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

27.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.

27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of routine maintenance of works to be performed for five years under the contract, the Employer may require the Bidder to produce detailed price analyses for routine maintenance. After evaluation, the Employer may require that the amount of the performance security set forth in Clause 32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

**28. Price Preference**

28.1 There will be no price preference to any bidder.

**F. Award of Contract****29. Award Criteria**

**29.1** Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
- ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

**30. Employer's Right to Accept any Bid and to Reject any or all Bids**

**30.1** Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the 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 the Employer's action.

**31. Notification of Award and Signing of Agreement.**

**31.1** The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works, and the routine maintenance of the works for five years, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**31.2.** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.

**31.3.** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

**31.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

**32. Performance Security**

**32.1** Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price, for the period of five years and the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I of General Conditions of Contract and sign the contract.

**32.2** The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Employer, from a Scheduled commercial bank.

**32.3** Failure of the successful Bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids under PMGSY for one year.

**33. Advances:**

**33.1** The Employer will provide Mobilization Advance and Advance against the security of equipment as provided in Part I General Conditions of Contract.

**34. Corrupt or Fraudulent Practices**

The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

### **Bidding Data Appendix to ITB**

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions  
to Bidders

Clause  
Reference

(1.1) The Employer  
is \_\_\_\_\_  
*[Insert designation of the Employer.]*

(1.1) The Works is \_\_\_\_\_ *[name and  
summary description of the Works.]*

(1.1) Identification No. of the works is:

(2.1) The State is \_\_\_\_\_

(3.1) Eligible Bidders are:

(4.2) *The information required from bidders in Clause 4.2 is  
modified as follows:*

\_\_\_\_\_  
*[list any additions or deletions to the list in Clause 4.2;  
otherwise State "none".]*

4.2 (g) The percentage is \_\_\_\_\_

(4.4 A) (b) \_\_\_\_\_ *[insert the amount if it is more than one-  
third of the estimated cost of works.]*

(4.4 B) (a) Other certificates required with the bid are:  
(iii)

(4.4. B) (b) The key equipments for road works and field testing  
(i) laboratory Road Works are:

**For Road Works**

Name of the Equipment	Quantity
_____	
_____	
_____	

**For field testing Laboratory**

Name of the Equipment	Quantity
_____	

\_\_\_\_\_  
 \_\_\_\_\_

Note: (a) The bidder must produce the following documentary evidence in support of his owning the above equipment:

- (4.4 B) (b) The Number of Technical personnel, Qualifications and Experience will be as follows :

A. The Technical Personnel are:

[Cl. 9.1]

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering		
B. Diploma Holder in Civil Engineering		
C. Others (Specify)		

B. For field testing laboratory ;

- (4.4 B) (b) (iii) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be \_\_\_\_\_

*[Note: Usually the equivalent of estimated payments flow over 2 months at the average (straight line distribution) construction rate.]*

- (4.4 B) (c) (i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:

- (4.4 B) (c) (ii) The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:

In case there is no such person in his employment, his affidavit should clearly state this fact.

- (4.6) M =

- (7.1) The contact person is:

Designation:

Address:

Telephone No.

(9. 2.1) Place, Time and Date for pre-bid meeting are:

Place

Time

Date

(11.1) Language of the bid is:

(12.1) Part I (v) The other documents required are:

\_\_\_\_\_

(13.2.) Bids may be submitted only in one of the following:

**Percentage Rate Method**

**Item Rate Method**

[Delete whatever is not applicable.]

(13.2) **Schedule of Rate applicable for Percentage Rate Method is:** \_\_\_\_\_

(16.1) The amount of Earnest Money shall be Rs. \_\_\_\_\_  
*[insert the amount in figure and words. Note: This amount is 2 percent of estimated value of the Works, rounded off to the nearest thousand. For reasons of confidentiality, a fixed sum should be specified, in preference to a percentage of the bid price.]*

(16.2) Fixed Deposit Receipt must be drawn:

In favour of:

(16.2) Other acceptable forms of Earnest Money pledged in favour of \_\_\_\_\_ are \_\_\_\_\_

(16.3) Exemption from Earnest Money is granted to:

(20.1) The Employer's address for the purpose of Bid submission is

\_\_\_\_\_  
*[insert the receiving address provided in the Invitation for Bids.]*

(20.1) The deadline for submission of bids shall be:

Time \_\_\_\_\_

Date \_\_\_\_\_

(22.1) & (22.6) The date, time and place for opening of the Technical Bids are:

(A) Technical Bid

Date

Time

Place

(B) Financial Bid (For qualified bidder as)

Date

Time

Place

(32.1) The amount and validity period of the performance guarantee is:

Amount: percent of the contract price.

Validity Period:

(i) Performance security shall be valid until a date 45 days after the expiry of Defect Liability Period of 5 years after intended completion date.

(ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.

(iii) datetime="2003-02-16T09:54"&gt;Additional Performance Security for unbalanced Bid for routine maintenance shall be valid until a date 45 days after the expiry of Defect Liability Period of 5 years after intended completion date.

Signature of Employer/ Authorised Signatory

Date

### Section 3 Qualification Information



Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

## 1. Individual Bidders

1.1	Constitution or legal status of Bidder		[attach copy]						
	Place of registration:								
	Principal place of business:								
	Power of attorney of signatory of Bid		[attach]						
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)		(Rs. In lakhs)						
			-19						
			-19						
			19 -19						
			20						
1.3	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge		20 -20						
1	Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.3.2 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

Existing commitments and on-going construction works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)