

**SECTION 1**  
**INSTRUCTION TO BIDDERS**  
**(ITB)**

## Section 1 : Instructions to Bidders

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## A. GENERAL

### 1. Scope of Bid

- 1.1 The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder / tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.4 **Administrative authority shall decide that this agreement would be either PERCENTAGE RATE OR ITEM RATE and accordingly the non-relevant sections of this document must be crossed.**

### 2. Sources of Funds

- 2.1 The expenditure on this project will be met as decided by the Competent Authority.

### 3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant; Engineer-in-Charge or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract or involved in supervision of the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
- 3.3 Bidders shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by any of the State Govt. or Central Govt. or Public Undertaking or any Autonomous Body.

### 4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts indicating miles stones to complete the project on time.
- 4.2 All bidders shall also furnish the following information in Section 2.
- (i) Evidence of access to or availability of credit facilities (minimum 10% of estimated cost) certified by the bankers.
  - (ii) Undertaking that bidder would be able to invest a minimum of cost upto 25% of the contract value of work, during implementation of contract.
  - (iii) Proposals, if any, for sub contracting of elements of work, costing more than 10% of the bid amount. (for all contracts over Rs. 5 crore)
  - (iv) Power of attorney, if any.
- 4.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:
- (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 construction work 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 underway or contractually committed; and clients who may be contacted for further information on those contracts;

- (d) major items of construction equipment proposed to carry out the Contract or evidence of arrangement; of possessing them on hire/ lease/ buying as defined therein;
- (e) qualifications and experience of key site management and technical personnel proposed for contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)
- (h) undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and dispute amount;
- (k) proposals for subcontracting components of the Works amounting to more than 10% of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); (for all contracts over Rs. 5 Crore)
- (l) the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs. 5 Crore)

**4.4 Bids from Joint ventures are not acceptable.\***

- 4.5\*\* (A) A. To qualify for award of the contract, each bidder in its name should have in the last five years as referred to in Appendix :-
- (a) Achieved in any one year a minimum annual financial turnover (in all classes of civil engineering construction works only) volume of construction work of at least the amount equal to the 50 % (fifty percent) estimated cost of works for which bid has been invited. The turn over will be indexed at the rate of 8% for a year.
  - (b) Satisfactorily completed as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix (usually not less than 25% (twenty five percent) of estimated value of contract);
  - (c) executed in any one year, the minimum quantities of the following items of work as indicated in Appendix.
 

- cement concrete (including RCC and PSC)	.....cum
- earthwork in both excavation and embankment (combined quantities)	.....cum
- ... W.B.M	..... cum.
- .....BM/SDBC	.....cum

(usually 80% of the expected peak rate of construction)

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\* To be deleted for projects costing Rs. 10 crores or more

\*\* Also, see section 5, the special condition of contract

- \***(d)** The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix in any one year.
- \***(e)** The contractor or his identified sub-contractor should possess required valid license for executing the water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Appendix in any one year.

**B. Each bidder should further demonstrate :**

- (a)** availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Annexure-I.

Availability of the testing equipment required for establishing field laboratory to perform mandatory tests e.g. those stated in Appendix to ITB.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3(1) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

**NOTE : (To be included for bids valued over Rs 5 Crore)**

- (b)** availability for this work of personnel with adequate experience as required; as per Annexure-II.
- (c)** liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix  
(Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period.)

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

- 4.6 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 4.5(A) above.
- 4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under :

Assessed Available Bid capacity =  $(A * N * 3 - B)$

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 year indicated in Appendix) 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.

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\* Delete, if not applicable

B= Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next..... years (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.

- 4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
  - participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

#### **5.One Bid per Bidder**

- 5.1 Each bidder shall submit only one bid for any work or one package or group. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all 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 and liable for those costs.

In case of cancellation of tender, cost of bidding document will be charged each times.

#### **7. Site Visit**

- 7.1 The Bidder, at the Bidder's own responsibility and risk must visit and examine the Site of Works and its surroundings 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.
- 7.2. Tender documents are not transferable.

## 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;

Section	Particulars	Volume No.
	<b>Invitation for Bids</b>	<b>I</b>
<b>1</b>	<b>Instructions to Bidders</b>	
<b>2</b>	<b>Qualifications of Bidders</b>	
<b>3</b>	<b>Conditions of Contracts</b>	
<b>4</b>	<b>Contract Data</b>	
<b>5</b>	<b>Special condition of Contract</b>	<b>II</b>
<b>6</b>	<b>Technical Specifications</b>	<b>III</b>
<b>7</b>	<b>Bill of Quantities</b>	
<b>8</b>	<b>Securities and other forms</b>	
<b>9</b>	<b>Drawings</b>	<b>IV</b>
<b>10</b>	<b>Documents to be furnished by bidder</b>	<b>V</b>

- 8.2 One copy of each of the volumes I, II, III and IV will be issued to the bidder Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume- V in two parts (refer clause 12).
- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes 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.**
- 9.1 Pre-bid meeting**
- 9.1.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.
- 9.1.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.1.3 The bidder is requested to submit any questions in writing or by fax to reach the Employer not later than one week before the meeting.
- 9.1.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting. All bidders have to collect any addendum on next working day of pre-bid meeting. The bidder shall receive the minutes of the meeting on the next working day of the pre-bid meeting.
- 9.1.5 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 addendum.

- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be collected by all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

### C. PREPARATION OF BIDS

#### 11. Language of the Bid

- 11.1 All documents relating to the bid shall be in English / Hindi.

#### 12. Documents Comprising the Bid

- 12.1 The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts;

Part I shall be named "Technical Bid" and shall comprise

- (i) Earnest money in the form specified in Section 8
- (ii) Qualification Information and supporting documents as specified in Section- 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Any other information pursuant to Clause 4.2 of these instructions
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1
- (vi) An affidavit affirming the information he has furnished in the bidding document is correct to the best of his knowledge and belief.

Part II shall be named "Financial Bid" and shall comprise

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7

- 12.2 Each part will be separately sealed and marked in accordance with the Sealing and Marketing Instructions in Clause 19.

- 12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	<b>Invitation for Bids (IFB)</b>	
<b>1</b>	<b>Instructions to Bidders</b>	<b>Volume I</b>
<b>3</b>	<b>Conditions of Contract</b>	
<b>4</b>	<b>Contract Data</b>	
<b>5</b>	<b>Specifications</b>	<b>Volume II</b>
<b>8</b>	<b>Drawings</b>	<b>Volume IV</b>

#### 13. Bid Prices

- 13.1 The contractor shall bid for the whole work as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

- 13.1.1 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 to quote rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price both in figures and words). 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, initialing, dating and rewriting.

13.1.2 All duties, taxes, 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.

13.2 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions clause 10CA & 10CC clause Conditions of Contract.

13.3 The rate should include the cost of all seen and unseen expenditure. No claim, whatsoever, will be entertained due to non-inclusion of any such event necessary for the completion of the item of work.

#### **14. Currencies of Bid and Payment**

14.1 The units rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

#### **15. Bid Validity**

15.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

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 bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

#### **16. Earnest Money**

16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Employer as mentioned in the Bihar Financial Rules, and shall be in any of the following forms.

- a. Indian post office term deposit 1 year/ 2 year/ 3 year; National saving Certificate; Kishan Vikash Patra duly endorsed by the Competent Postal authority in Bihar.
- b. Fixed deposit receipt of a Schedule bank, Fixed deposit receipt should be Valid for six months after last date of receipt of tender and shall be pledged in favour of the department.
- c. 5 year National Development bond/ State development loan Certificate.
- d. Unconditional bank guarantee from any scheduled Indian bank issued within the state in the format given in Vol. III (If issued from any bank outside state will be Converted to any bank within the state before executing the agreement.

16.2 Unconditional bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above 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 Sub-Clause 15.1.

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 during the period of Bid validity;
  - (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 26; or
  - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - (i) sign the Agreement; or
    - (ii) furnish the required Performance Security.
- 17. Alternative Proposals by Bidder**
- 17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilisation advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 17.2 Conditional tender will be rejected forthwith.
- 18. Format and Signing of Bid**
- 18.1 The Bidder shall submit one set of the Technical bid and two set of Financial bid (original & duplicate) 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 Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid and a certificate of corrections must be given by the employer.
- 18.3 The Bid shall contain no 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 initialed by the person or persons signing the bid.

## D. SUBMISSION OF BIDS

- 19. Sealing and Marking of Bids**
- 19.1 The Bidder shall place three separate envelopes (called as inner envelopes) which shall be marked one as technical bid and two envelope as Financial bid in duplicate. Inside one outer envelope. The envelopes marked "Technical Bid" and "Financial Bid" will have additional markings as follows.
- Technical Bid : To be opened on 28-06-10 (date of Technical Bid opening) in the presence of Evaluation Committee, or authorized person.
  - Financial Bid: Not to be opened except with the approval of Evaluation Committee.
- The contents of Technical and Financial Bids will be as specified in clause 12.1
- 19.2 The inner, outer and separate envelopes containing Technical and Financial Bids shall
- (a) be addressed to the Employer at the address given in Appendix
  - (b) bear the identification no of contract as indicated in Appendix.
  - (c) provide a warning not to open before the specified time and date for bid opening as specified in ITB.
- 19.3 In addition to the identification required in Sub-Clause 19.1 and 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, or if Evaluation Committee declares the bid as non responsive pursuant to Clause 23.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

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

20.1 Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids have declared a holiday for the Employer, the Bids will be received up to the appointed 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, 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 will be returned unopened to the bidder.

**E. BID OPENING AND EVALUATION**

**22. Bid Opening**

22.1 The Employer or their authorized representative will open all the Bids received (except those received late), in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 22.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Even in the case of absence of the bidder at the time of opening of bids, department will proceed ahead with the opening.

22.2 If any of the tenderers or their agents are not present at the time of opening, the employer will open the tender in their absence and prepare a statement and that will be binding on the absent tenderers.

22.3 The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the Earnest money furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.

- 22.4
- (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.
  - (ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
  - (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
  - (iv) Immediately (usually within 3 to 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

22.5 At the time of opening of "Financial Bid", the names of the bidders found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken into account in Bid Evaluation.

22.6 In case bids are invited in more than one package, the order for opening of the "Financial Bid" shall be that in which they appear in the "Invitation For Bid".

- 22.7 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.5
- 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 effort 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 Financial Bids**
- 24.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.
- 24.2 Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 24.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
- 25. Examination of Bids and Determination of Responsiveness**
- 25.1 During detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 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 Bid", 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 non-conforming deviation or reservation.
- 26. Correction of Errors**
- 26.1 "Financial 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 quality, the unit rate as quoted will govern.
- 26.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'

Such adjusted bid price 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 may be forfeited in accordance with Sub-Clause 16.6(b).

**27. Evaluation and Comparison of Financial Bids**

- 27.1** The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 25.2.
- 27.2** In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 26; or
  - (b) making an appropriate adjustments for any other acceptable variations, deviations.
- 27.3** The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 27.4** 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 31 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.
- 27.5** A bid, in the opinion of employee which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

**F. AWARD OF CONTRACT**

**28. Award Criteria**

- 28.1** Subject to Clause 29, 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; 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.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

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

Notwithstanding Clause 28, 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 ground for the Employer's action.

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

- 30.1** 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 General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 30.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of the performance security in accordance with the provisions of Clause 31.
- 30.3** 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. Performance Security**
- 31.1** Within 10 (ten) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent 2% of the Contract price including earnest money plus additional security for unbalanced Bids in accordance with the Clause 29.5 of ITB and the provisions of Bihar Financial Rules.
- 31.2** If the performance security is provided by the successful Bidder in the form of an Bank Guarantee or fixed deposit receipts in the name of Employer, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank within state or (b) acceptable to the Employer.
- 31.3** Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 32. Advance Payment and Security**
- 32.1** The Employer will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract, subject to maximum amount, as stated in the Contract Data.
- 33. Corrupt or Fraudulent Practices**
- 33.1** The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with RCD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 33.2** Furthermore, Bidders shall be aware of the provision stated in Sub-Clause and Sub-Clause 14 of the General Conditions of Contract.

## G. APPENDIX to ITB

### Clause Reference with respect to Section-I.

1. Name of the Employer----- [Cl. 1.1]
2. The last five years means for this tender  
20 \_\_-20 \_\_  
20 \_\_- 20 \_\_  
20 \_\_- -20 \_\_  
20 \_\_- 20 \_\_  
20 \_\_- 20 \_\_
3. The required annual financial turn over amount is Rs. .... [Cl. 4.5A(a)]  
Lacs  
\_\_\_\_\_(in words)
4. Value of work is Rs. \_\_\_\_\_ [Cl. 4.5A(b)]  
\_\_\_\_\_(in words)
5. Quantities of work are :- as prescribed by concerned [Cl. 4.5A(c)]  
department
6. The cost of electric work is Rs. \_\_\_\_\_NIL\_\_\_\_\_ [Cl. 4.5A(d)]  
\_\_\_\_\_(in words)
7. The cost of water supply/ sanitary works is Rs. \_\_\_\_ [Cl. 4.5A(e)]  
NIL\_\_\_\_\_  
\_\_\_\_\_(in words)
8. Liquid assets and/or availability of credit facilities is Rs. [Cl. 4.5B(c)]  
\_\_\_\_\_  
\_\_\_\_\_(in words)
9. Price level of the financial year \_\_\_\_\_ [Cl. 4.7]  
\_\_\_\_\_
10. The pre-bid meeting will take place at (as per NIT) [Cl. 9.1.2]  
(address of the venue) on \_\_\_\_\_, \_\_\_\_\_ Hours\_\_\_\_  
(time and date)
11. The technical bid will be opened at \_\_www.pmgsytenders.gov.in  
(address of the venue) on \_\_\_\_\_ (time and  
date)

12. Address of the Employer [Cl. 4.5(a)]  
 \_\_\_\_\_  
 \_\_\_\_\_
13. Identification: [cl. 19.2(b)]  
 -Bid for \_\_\_\_\_ (name of Contract)  
 -Bid reference No. \_\_\_\_\_ (insert number)  
 -Do not open before \_\_\_\_\_ (time and date)
14. Bids may be submitted only in any one of the following  
 Percentage Rate Method/ Item Rate Method (Delete which is  
 not applicable)
15. Schedule of rate applicable for Percentage Rate Method is  
 \_\_\_\_\_
16. The bid should be submitted latest by AS PER NIT (date [Cl. 20.1(a)]  
 and time)
17. The bid will be opened at www.pmgstenders.gov.in [Cl. 23.1]  
 \_\_\_\_\_ (place) on AS PER NIT (time and date)
18. The Bank Draft in favour of CONCERN DIVISION [Cl. 34.1]  
 Payable at CONCERN PLACE
19. Escalation factors (for the cost of works executed and  
 financial figure to a common base value for works completed)
- | Year before | Multiply factor |
|-------------|-----------------|
| One         | 1.1             |
| Two         | 1.21            |
| Three       | 1.33            |
| Four        | 1.46            |
| Five        | 1.61            |
20. Bids will be submitted in item Rate / Percentage Rate (Delete which is not  
 applicable)



## List of Key Plant &amp; Equipment to be deployed on ROAD Work

[Reference Cl. 4.5 (B) (a)]

Sl.	Type of Equipment*	Max *** age as on ..... (Years)	Road Contract Package Size **				
			Within one crore	Rs. 1- 5 Crores	Rs. 5- 30 Crores	Rs. 31-50 Crores	Above 50 Crores
1.	Motor Grader	5	As per the decision of Engineer-in-Charge concerned	1	1	3	5
2.	Dozer	5			1	1	2
3.	Front end Loader	5			1	2	3
4.	Smooth Wheeled Roller	5		1	2	2	3
5.	Vibratory Roller	5		1	1	1	2
6.	Fully Computerized Hot Mix Plant with Electronic Controls	5		1 (Min. 40-60 TPH capacity)	1 (Min 80-100 TPH capacity)	1 (Min 100-120 TPH capacity)	2
7.	Paver Finisher with Electronic Sensor	5		1 (Mechanical)	1	1	2
8.	Water Tanker	5			2	3	4
9.	Bitumen Sprayer	5-7		1	1	1	2
10.	Tandem Roller	5			1	2	2
11.	Concrete Mixes with Integral Weigh Batching facility	5		1 (Drum mixer)	1	1	1
12.	Concrete Batching and Mixing Plant (Minimum Capacity – 15m /hour)	5			-	-	1
Total -				8	13	18	29

\* To be decided by the concern department before floating the tender.

\*\* On the basis of nature of Construction work list of key plant &amp; Equipments will be decided.

\*\*\* Life of machine minus two years or 5 years on ..... which ever is more.

## ANNEXURE – II

## List of Key Personnel to be deployed on Contract Work

[Reference Cl. 4.5(B) (b)]

Sl. No.	Personnel*	Qualification	Contract Package Size						
			Rs. 5-30 Lacs	Rs. 30 Lacs to 70 Lacs	Rs. 70 Lacs to 2 Crores	Rs. 2-10 Crores	Rs. 10-30 Crores	Rs. 31-50 Crores	More than 50 Crores
1.	Project Manager	B.E. Civil + 10 Years Exp. (5 years as Manager) or retired E.E.					1 No.	1 No.	1 No.
2.	Site Engineer	B.E. Civil + 07 Years Exp. (3 years in Road Construction) or retired A.E.			1 No.	1 No.	1 No.	2 Nos.	4 Nos.
3.	Plant Engineer	B.E. Mech./ Civil + 05 Years Exp. or Dip. Mech + 07 Years Exp. or Retired J.E.				1 No.	1 No.	1 No.	2 Nos.
4.	Quantity Surveyor	B.E. Civil + 05 Years Exp. or Dip. Civil + 07 Years Exp.						1 No.	2 Nos.
5.	Soil& Material Engineer	B.E. Civil + 07 Years Exp.						1 No.	2 Nos.
6.	Survey Engineer	B.E. Civil + 03 Years Exp. or Dip. Civil + 05 Years Exp.						1 No.	2 Nos.
7.	Site Supervis or	Fresh Graduate in Civil or Diploma Civil + 03 Years Exp. or retired I.T.I Holder.		1 No.	1 No.	1 Nos.	2 Nos.	3 Nos.	4 Nos.
	Total			1	2	3	5	10	17

\* The designation and no. of the personnel has to be decided by the department concerned as per the requirement