

**Section 1: Instructions to Bidders****Table of Clauses**

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**A. GENERAL****1. Scope of Bid**

- 1.1 Bids are invited 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.

**2. Source of Funds**

The expenditure on this project will be met from the BSUP Programme of Govt. of India, Budget of Govt. of Jharkhand & Beneficiary Contribution jointly in the proportion as specified by Govt. of India and if required modified by the State of Jharkhand.

**3. Eligible Bidders**

- 3.1. This invitation for Bids is open to all bidders subject to their Financial Capability and Work Experience as mentioned in the Bid Document and IFB.
- 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 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. 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.

**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, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2. Deleted
- 4.3 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 these contracts;
- (d) Major items of construction equipment proposed to carry out the Contract;
- (e) Qualifications and experience of key site management and technical personal 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 upto 25% of contract value of work, during implementation of work.
- (i) Authority to seek references from the Bidders's bankers;
- (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (k) Proposals for subcontracting components of the works amounting to more than 10 percent of the Bid Price(for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (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

4.4 Bids from Joint Ventures are not acceptable.

**4.5 (A) The Bidder should have following Financial Eligibility and Experience of Work To qualify for award of the contract:**

- (a) The bidders must have achieved a minimum financial turn over of 1.5 times of the estimated cost of the said work in any year during the last five years calculated based on the basis of escalation factor at the rate of 10% per annum.
- (b) The bidder's experience of single work of similar nature (Building Construction, Water Supply, Sewerage, Drainage, Road Construction etc.). The

Building Construction experience should be at least 75% of the estimated cost of the tender.

- (c) The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works.
- (d) 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.

**4.5. (B) Each bidder should further demonstrate**

- a. Availability (either owned or leased or by procurement against mobilization advances) critical equipments for this work as mentioned in the list of equipments required,

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(C) 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.

- b. availability for this work of personnel with adequate experience as required and mentioned in Section 2 of the Bid Document.
- c. liquid assts and/or availability of credit facilities of no less than amount indicated in IFB and Section 2 of the Bid Document (credit lines/letter of credit/certificates from Banks for meeting the funds requirements etc.-usually the equivalent of the estimated cash flow for 3 months in peak construction period.)

**4.5 (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\*2-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 as mentioned in Section 2

of the Bid Document) 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. For one year period of construction, value of N shall be equal to 1.

B = Value (updated to the price level of the year) of existing commitments and on-going works to be completed during the next one year (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 stipulate 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 in proof of the qualification requirements; and/or
- 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 one package. 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) for one package 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.

## **7. Site Visit**

- 7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to 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.

## **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.
	Invitation for Bids	<b>I</b>
<b>1</b>	Instruction to Bidders	
<b>2</b>	Qualification Information, and other forms	
<b>3</b>	Conditions of contract	
<b>4</b>	Contract Data	
<b>5</b>	Technical Specifications	
<b>6</b>	Forms of bid	
<b>8</b>	Securities and other forms	
<b>10</b>	Documents to be Submitted by the Bidder	
<b>7</b>	Bill of Quantities	<b>II</b>
<b>9</b>	Drawings	<b>III</b>

- 8.2. Two copies of each of the volumes I, II and III will be issued to the bidder. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and if required separate sheets shall be prepared and included attached with the Technical Bid.(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 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

### **9. Classification of Bidding Documents**

- 9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid.

The Employer will respond to any request for clarification which he received earlier than 7 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 enquiry but without identifying its source.

**9.2 Pre-bid meeting:** -deleted-

**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 or by cable to 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 language.

**12. Documents Comprising the Bid**

The bid to be submitted by:

- 12.1. Complete bid document (refer Clause 8.1.) shall be in two separate parts

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

- (i) Bid security in the form specified in Section 8.
- (ii) Qualification Information and supporting documents as specified in Section 2.
- (iii) Certificates, undertaking, affidavits as specified in Section 2.
- (iv) Any other information pursuant to Clause 4.2 of these instructions
- (v) Undertakings that the bid shall remain valid for the period specified in Clause 15.1
- (vi) Form of Bid as specified in Section 6.
- (vii) Volume III, Drawings

- (viii) Each Page of the Bid Document shall be signed by the Authorized Representative of the Bidder.

Part II shall be named “Financial Bid” and shall comprise

- (i) Priced Bill of Quantities for items specified in Section 7, each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.
- 12.2. The bidder shall prepare two copies of the bid, marking them ‘Original’ and ‘Copy’ respectively.

### **13. Bid Prices**

- 13.1. The contract shall be for the whole works as described in Sub-Clause 1.1. based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. **The bidder shall fill in Variation of Rates as Percentage of Rates mentioned in the Bill of Quantities (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.
- 13.3. All duties, taxes, and other levels 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. Service Tax if applicable for payment to Govt. by the Contractor shall be payable extra as per actual and must not be included in the quoted rates.**
- 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 on any account.

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

- 14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payment 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, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.3. Deleted

15.4 Bid evaluation will be based on the bid prices without taking into consideration the above correction.

## **16. Bid Security**

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 named in IFB and may be in one of the following forms:

- a. Receipt in challan of cash deposit in the Govt. Treasury in India.
- b. Deposit-at-call receipt from any scheduled Indian bank from any of the branches of SBI/ Nationalised / Scheduled Bank situated within the state of Jharkhand approved by the Reserve Bank of India.
- c. Indian Post Office/National Savings Certificates duly endorsed by the competent postal authority in India.
- d. Bank Guarantee from any scheduled Indian Bank from any of the branches of SBI/ Nationalised / Scheduled Bank situated within the state of Jharkhand in the format given in Section 8.
- e. Fixed deposit receipt issued by any scheduled Indian Bank approved by the Reserve Bank of India.

16.2. 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 Bid security of unsuccessful bidders will be returned within 28 days of the end validity period specified in sub-Clause 15.1.

16.5. The Bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6. The Bid security 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 27; 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 Bidders**

- 17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization 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.

**18. Format and Signing of Bid**

- 18.1 The bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these Instructions to Bidders, bound, with the volume containing the “Technical Bid” and “Financial bid” in separate parts and clearly marked “**ORIGINAL**” and “**COPY**” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.2. The original and copy of 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-Clauses 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.
- 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 persons signing the bid.

**D. SUBMISSION OF BIDS**

**19. Sealing and Marking of Bids**

- 19.1. The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked “**ORIGINAL**” and “**COPY**”

shall contain within it two separate sealed envelopes marked “Technical Bid” and “Financial Bid” with additional markings as follows:

- Original or Copy, as the case may be
  - Technical Bid: **PACKAGE NO.....** to be opened on \_\_\_\_\_(date of Technical Bid opening) in the presence of Evaluation Committee.
  - 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 “ **Chief Executive Officer, Ranchi Municipal Corporation, Katuchary Road, Ranchi-834001**”
- (b) Bear the identification as indicated in Clause 19.1.

19.3. In addition to the identification required in sub-Clauses 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 the Evaluation Committee declares the bid as non responsive pursuant to Clause 23.

19.4 If the outer envelope is not sealed and properly 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 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 to the bidder unopened or opened if opened by mistake for any reason whatsoever with no liability of the Employer.

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

- 22.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.
- 22.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 18 & 19, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- 22.3. No bid may be modified after the deadline for submission of Bids except in pursuance of Clause 23.
- 22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

### **E. BID OPENING AND EVALUATION**

#### **23. Bid Opening**

- 23.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in the manner specified in Clause 20 and 23.3. 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.
- 23.2. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 22 shall not be opened.
- 23.3 The envelope containing "Technical bid" shall be opened. The amount, form and validity of the bid security 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 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.
- 23.4.(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 Technical 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, which will also indicate the date, time and venue of opening of the

Financial Bid (usually on the 21<sup>st</sup> day of opening of the Technical bid)

- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

23.5. If, as a consequence of the modifications carried out by the bidder in response to sub-clause 23.4, no bidder shall in any manner give any indication about the financial bid and also any proposal to modify the Financial Bid.

23.6. At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. 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.

23.7. 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”.

23.8. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-clause 23.6.

#### **24. Process to be Confidential**

24.1 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.

#### **25. Clarification of Financial Bids**

25.1. 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 in writing or by cable, but no change in the price of substance of the Bid 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 27.

25.2. Subject to sub-clause 25.1, 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.

- 25.3. 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.

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

- 26.1. During the 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.
- 26.2. 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.
- 26.3. 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.

**27. Correction of Errors**

- 27.1. "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the rates in figures and in word, 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.
- 27.2. 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 decrease 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 Bid security may be forfeited in accordance with Sub-clause 16.6(b).

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

- 28.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 28.2. 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 corrections for errors pursuant to clause 27; or
  - (b) making an appropriate adjustments for any other acceptable variations, deviations; and
  - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6
- 28.3. 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.
- 28.4. The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 28.5. If the Bid on 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 34 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.
- 28.6. A bid 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**

**29. Award of Criteria**

- 29.1. Subject to Clause 32, 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.

**30. Employer's Right to accept any Bid and to reject any or all Bids**

- 30.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid 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 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").
- 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 34.
- 31.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 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 21 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 to 2% of the Contract price plus additional security for unbalanced Bids in accordance with clause 29.5 of ITB and Clause 52 of Conditions of Contract:



A bank guarantee from any of the branches of SBI/ Nationalised / Scheduled Bank situated within the state of Jharkhand in the form given in Section 8; or Certified Cheque/Bank Draft as indicated in Appendix.

32.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued from any of the branches of SBI/ Nationalised / Scheduled Bank situated within the State of Jharkhand.

32.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute grounds for cancellation of the award and forfeiture of the Bid Security.

**33. Advance Payment and Security**

33.1. The Employer will provide an Advance Payment of 10 (ten) per cent as Mobilisation Advance on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

**34. Corrupt or Fraudulent Practices**

34.1. 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 National Highways Authority of India/State PWD and any other agencies.

34.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.