

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

The detailed description of work, here in after referred as 'work', is given in the Bid Data Sheet.

2. GENERAL QUALITY OF WORK

The work shall have to be executed in accordance with the technical specifications specified in the Bid Data sheet/ Contract Data, and shall have to meet high standards of workmanship, safety and security of workmen and works.

3. PROCEDURE FOR PARTICIPATION IN TENDERING

The procedure for participation in tendering is given in the Bid Data Sheet.

4. ONE BID PER BIDDER

4.1 The bidder can be an individual entity or a joint venture (if permitted as per Bid Data Sheet). In case the J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.

4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.

5. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the Firm.

6. SITE VISIT AND EXAMINATION OF WORKS

The bidder is advised to visit and inspect the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs in this respect shall have to be borne by the bidder.

B. Bid Documents

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
 2. Instructions to Bidders, Bid Data Sheet with all Annexure
 3. Conditions of Contract:
 - i. Part I General Conditions of Contract and the Contract Data with all Annexure and
 4. Specifications
 5. Drawings
 6. Priced Bill of Quantities
 8. Letter of Acceptance
 9. Agreement, and
 10. Any other document(s), as specified.
8. The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.

9. Amendment of Bid Documents

- 9.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
- 9.2 All amendments shall form part of the Bid Document.
- 9.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

C. Preparation of Bid

10. The bidders have to prepare their bids offline, and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid enquired to be submitted in office as per the time schedule mentioned in the key dates of the Notice Inviting Tenders.

11. DOCUMENTS COMPRISING THE BID

The bid submitted offline by the bidder shall be in the following parts:

Part 1 – This shall be known as Offline **Envelope A** and would apply for all bids. Offline **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- i) PAN/TAN and organizational details in format given in the Bid Data Sheet.
- ii) Payment of the cost of Bid Document;
- iii) Earnest Money; and
- iv) An affidavit duly notarized.

Part 2 – This shall be known as Offline **Envelope B** and would apply to all bids. **Envelope B** shall contain financial offer in the prescribed format enclosed with the Bid Data Sheet.

12. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

13. FINANCIAL BID

- i. The bidder shall have to quote rates in format referred in Bid Data Sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same.

14. PERIOD OF VALIDITY OF BIDS

The bids shall remain valid for a period specified in the Bid Data Sheet after the date of “close for bidding” as prescribed by the Employer. The validity of the bid can be extended by mutual consent in writing.

15. EARNEST MONEY DEPOSIT (EMD)

- 15.1** The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 15.2** The EMD shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favor of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids.

However, other form(s) of EMD may be allowed by the Employer by mentioning it in the Bid Data Sheet.

- 15.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 15.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 15.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 15.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

D. Submission of Bid

- 16. The bidder is required to submit offline bid duly signed Envelop "B", and Envelop "A" in physical form at the place prescribed in the Bid Data Sheet.

E. Opening and Evaluation of Bid

17. PROCEDURE

- 17.1 Envelope 'A' shall be opened first at the time and date notified and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B of such bid shall not be opened.
- 17.2 Envelope 'C' (Financial Bid) shall be opened offline at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.
- 17.3 After opening Envelop 'B' all responsive bids shall be compared to determine the lowest evaluated bid.
- 17.4 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 17.5 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

18. Confidentiality

- 18.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any

other person not officially concerned with such process until final decision on the bid.

- 18.2** Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of his bid.

F. Award of Contract

19. Award of Contract

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

20. Performance Security

20.1 Prior to signing of the Contract the bidder to whom LOA has been issued shall have to furnish performance security of the amount in the form and for the duration, etc. as specified in the Bid Data Sheet?

20.2 Additional performance security, if applicable, is mentioned in the Bid Data Sheet and shall be in the form and for the duration, etc. similar to Performance Security.

21. Signing of Contract Agreement

21.1 The successful bidder shall have to furnish Performance Security and Additional Performance Security, if any, and sign the contract agreement within 15 days of issue of LOA.

21.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.

21.3 In the event of failure of the successful bidder to submit Performance Security and Additional Performance Security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking any other action against the bidder.

22. CORRUPT PRACTICES

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

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

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party