

# **VOLUME II**

## **THE BID**

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## II.i INSTRUCTIONSTOBIDDER (ITB)

### A. GENERAL

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**Para Number:** 1

**Para Heading:** Scope of Bid

#### Sub Para

- .1 The Purchaser, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Purchaser's Requirements.
- .2 The title and identification number of the Notice Inviting Bids (NIB), resulting Contract(s), and brief description of service are provided in the **BDS**.
- .3 The schedule of bidding process is as specified in the **BDS**.
- .4 The successful bidder will be expected to complete its performance within the period stated in the **BDS**.
- .5 Bidder must be ready to accept the extension of the contract by a further period specified in the **BDS** on the same terms and conditions, if so desired by Authority.
- .6 The Official Website and the address of Authority's Office for the purpose of this Bidding Document shall be as specified in the **BDS**.
- .7 If the **BDS** so provides, alternative procedures forming part or all of what is commonly known as e-Tendering are available to the extent specified in, or referred to by, the **BDS**.
- .8 The Bidding documents can be obtained from the official website of the Authority or at the Authority's Office, at the Cost specified in **BDS**. In case the bidding documents are downloaded from the official website, a bank demand draft for an amount equal to the bid price, drawn in favour of the Purchaser, shall be submitted along with the bid, attached to the bid form.
- .9 **Throughout this Bidding Document:**
  - (a) the term "in writing" means communicated in written form(e.g. by mail, e-mail, fax, telex) and delivered against receipt;
  - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
  - (c) "day" means calendar day.

**Para 2  
Number**

**Para General Instructions  
Heading**

(Liability, Prohibited Practices, Cost of Bid, Definitions, etc.)

**Sub  
Para**

- .1 Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a public sector undertaking, as the case maybe, from participating in any project and the bansubsists as on the dateof Bid, would not be eligible to submit a Bid.
- .2 This Bidding Document is not transferable.
- .3 Any award of contract pursuant to this Bidding Document shall be subject to the terms of Bidding Document.
- .4 The statements and explanations contained in this Bidding Document are intended to provide a better understanding to the Bidders about the subject matter of the Bid for which this Bidding Document is issued and it should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder setforth in the Bidding Document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the assignment to be awarded pursuant to this Bidding Document or the terms there of or here incontained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this document are to be noted, interpreted and applied appropriately to give effect to this intent,and no claims on that account shall be entertained by the Authority.
- .5 **Liability:** The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document, the Bidding Document or the BiddingProcess, including any error or mistake therein or in any information or data given bytheAuthority.
- .6 By submitting a proposal, the Bidder agrees to promptly contract with the Authority for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Authority within stipulated time will relieve the Authority of any obligation to the Bidder, and a different Bidder may be selected.
- .7 Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Authority.
- .8 The Bidders shall adhere to the terms of this Bidding Document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they

provide their nature of non-compliance to the same. The Authority reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.

- .9** Responses received become the property of the Authority and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
- .10** **Contacts during Bid Evaluation:** Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Document, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.
- .11** For the purposes of this bid the Authority,  
(a) defines "Prohibited Practice" to comprise of any or all of the following terms collectively:  
**(i) "Corrupt practice"** means **(i)** The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the **LOA** or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); Or **(ii)** Save and except as permitted under the Clauses relating to Bid security/Performance security of this Bidding Document as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the **LOA** or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the **LOA** or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;  
**(ii) "Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;  
**(iii) "Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;  
**(iv) "Undesirable practice"** means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;  
**(v) "Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.



(b)will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in prohibited practices in competing for the contract in question; and

(c)will black-list a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

**.12 Cost of Bid:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**.13 Definitions and Acronyms:**

“ITB” means Instructions to Bidders,

“BDS” means Bid Data Sheet,

“Paragraph” or “Para” refers to the paragraph number in the ITB or BDS,

“Subpara” or “Sub-paragraph” refers to the sub paragraph of a para of ITB or BDS,

“Clause” or “Sub-Clause” refer to those in General Conditions of Contract(GCC) or Special Conditions of Contract(SCC).

**Para Number:** 3

**Para Heading** Eligibility

**Sub Para**

- .1 This invitation for bids is open to all Suppliers of the class and category specified in the **BDS**.
- .2 Proposals not complying with the ‘Eligibility criteria’ are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified in the **BDS**.
- .3 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 3.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- .4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
  - (a) they have a controlling partner in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same Sub-contractor in more than one bid; or
  - (e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
  - (f) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the contract.
- .5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- .6 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

**Para Number:** 4

**Para Heading** **Qualifications**

**Sub Para**

.1 By submission of documentary evidence in its bid, the Bidder must establish to the Purchaser's satisfaction:

- (a) that it has the financial, technical, and production or performance capability necessary to perform the Contract, meets the qualification criteria specified in the **BDS**, and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;

(For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the **BDS**, the experience and / or resources of any Sub-contractors will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)

- (b) that, if a Bidder proposes Sub-Contractors for key services if and as identified in the **BDS**, these Sub-contractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding.

**Para Number: 5**

**Para Heading Pre-Bid meeting or Site visit**

**Sub Para**

- .1 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, 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.
- .2 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- .3 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- .4 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- .5 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- .6 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

## **B. THE BIDDING DOCUMENTS**

**Para Number: 6**

**Para Heading Contents of Bidding Documents**

**Sub Para**

- .1** The Bidding Document comprise the documents listed in the table below, other documentation specified in the BDS and addenda issued in accordance with paragraph “Amendment of Bidding Document” ITB.
- .2** The bidder is expected to examine the Bidding Document, including all instructions, forms, contract terms and specifications. Failure to furnish all information required by the Bidding Document, or submission of a bid not substantially responsive to the documents in every respect, will be at the bidder’s risk and may result in the rejection of its bid.
- .3** The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.
- .4** The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

	<b>Notice Inviting Bids</b>	
<b>VOLUME I THE WORK</b>		Work Requirements
<b>VOLUME II THE BID</b>	<b>II.i</b> Instructions to Bidders	
	<b>II.ii</b> Bid Data Sheet	
	<b>II.iii</b> Bid Forms	
	<b>II.iv</b> Attachments to bid	Bid Security Form and Attachments (Bid form) attachments, Technical & Financial).
	<b>II.v</b> Letter of Acceptance	
<b>VOLUME III THE CONTRACT</b>	<b>III.i</b> Form of Contract	
	<b>III.ii</b> General conditions of contract	
	<b>III.iii</b> Special conditions of contract	
	<b>III .iv</b> Appendix	Various appendices

**Para Number:** 7

**Para Heading** Clarifications

**Sub Para**

- .1 The Authority on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders as per sub-para .2(vii) of “Pre-bid meeting or Site Visit” Para ITB. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

**Para Number: 8**

**Para Heading Amendment of Bidding Document**

**Sub Para**

- .1** At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document details by the issuance of Addenda.
- .2** Any addendum issued hereunder will be in writing/ updated in the official website.
- .3** In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.



## C. PREPARATION OF BIDS

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**Para Number:** 9

**Para Heading** Language of bids

**Sub Para**

- .1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the bidder and the Authority shall be written in English Language.

**Para Number: 10**

**Para Heading Documents Comprising the Bid**

**Sub Para**

**.1** The bid submitted by the Bidder shall comprise the following:

(a) a Bid Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract with the following attachments:

(i) Attachment **B1-A bid security** furnished in accordance with “Bid Security” paragraph of ITB.

(ii) Attachment **B2- A power of attorney**, duly authorized by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus the bid is binding upon the bidder;

(iii) Attachment **B3- Cost of Bidding Documents** furnished in the form specified under sub-para .8 of “Scope of Bid” para ITB, either in the form of a receipt of Bid Price paid or in the form of a Demand Draft drawn in the favour of the Purchaser.

(iv) Attachment **B4 – Bid Securing Declaration**

(b) The **Technical part** attachments consisting of the following:

(i) Attachment **T1A- The bidder’s particulars and eligibility criteria** (in the format indicated in Volume II.iv), duly completed by the bidder in the manner supported by documentary evidence as specified therein, establishing that the bidder satisfies the eligibility criteria referred to in “Eligibility” paragraph ITB and is otherwise eligible to perform the contract if its bid is accepted;

(ii) Attachment **T1B- Qualifications of the bidder**: Documentary evidence establishing to the Authority’s satisfaction, and in accordance with ITB “Qualifications” paragraph, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Sub-para .1 (a) of “Qualifications” Para ITB, the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;

Attachment **T1B(Qualifications of the Bidder)**-Financial Viability, General Experience Record, Joint Venture Summary if any, Similar Experience Record, Current Works in Progress

(iii) Attachment **T2-Program**

(iv) Attachment **T3-Personnel Capabilities, Equipments and Candidates Summaries**

v) Other Technical Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the **BDS**.

(c) The **Financial part** attachments consisting of the following:

i) Other Financial Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the **BDS**.

.2 The bidder shall submit offers which comply with the requirements of the Bidding Documents, including the basic technical requirements as indicated. The attention of bidders is drawn to the provision of sub-para .2 of “Contents of Bidding Documents” paragraph ITB regarding the rejection of bids which are not substantially responsive to the requirements of the Bidding Documents. Alternatives will not be considered unless permitted in sub-para.3 below.

.3 When alternatives are explicitly invited or permitted, a statement to that effect will be included in the **BDS**, as will the submission requirements and the methods for evaluating such alternatives.

.4 The Financial Bid should be furnished in the format at Price Bid form clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

.5 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time.

**Para Number: 11**

**Para Heading Bid Prices**

**Sub Para**

- .1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- .2 The Bidder shall submit a bid for the whole of the works described in ITB 1.2 by filling in prices for all items of the Works, as identified in these Bidding documents. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- .3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.
- .4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid.
- .5 If so indicated in ITB 1.2, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 11.3, provided the bids for all contracts are submitted and opened at the same time.
- .6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.
- .7 All duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

**Para Number: 12**

**Para Heading Bid Currency**

**Sub Para**

**.1** Prices shall be quoted in Indian Rupees.

**Para Number: 13**

**Para Heading Validity of Bids**

**Sub Para**

- .1** Bids shall remain valid, at a minimum, for the period **specified in the BDS** after the deadline date for bid submission prescribed by the Purchaser, pursuant to “Due Date for Submission of Bids” para of ITB. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. For the convenience of Bidders, the **BDS** spells out the minimal original expiration dates for the validity of the bid. However, Bidders are responsible for adjusting the dates in the **BDS** in accordance with any extensions to the deadline date of bid submission pursuant to sub-para .2 of “Due Date for Submission of Bids” para of ITB.
- .2** In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in sub-para .3 of this para ITB, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to sub-para .2 of “Bid Security” para of ITB.
- .3** In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

**Para Number: 14**

**Para Heading Bid Security**

**Sub Para**

- .1** The bid security is required to protect the Authority against the risk of the bidder's conduct which would warrant the forfeiture of the security, pursuant to sub-para .6 of this paragraph ITB. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- .2** The Bidder shall furnish as part of its Bid, a Bid Security. The

  - (a) amount;
  - (b) form;
  - (c) period of validity beyond the bid validity date, as extended, if applicable, and
  - (d) the time period within which the bid security of the unsuccessful bidders will be returned

are as specified in the **BDS**.
- .3** The Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid Security pursuant to sub-para .6 of this para ITB will apply to all partners to the Joint Venture.
- .4** The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in sub-paragraph .6 of this para ITB. The Bidder, by submitting its Bid pursuant to this notification shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in the bid data sheet in this Bidding Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- .5** Unless executed or forfeited pursuant to sub-para .6 of this para ITB, Bid Securities, if any, will be returned, without any interest, as promptly as possible, and within the time period specified at sub-para .2 "Bid Security" ITB.,

  - (a) all Bidders upon annulment of the bidding pursuant to "Authority's Right to Accept any Bid or Reject any or all Bids" ITB;
  - (b) Bidders refusing a request to extend the period of validity of their bids pursuant to sub-para .2 "Validity of Bids" ITB;
  - (c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required. The Authority may, at the Selected Bidder's option, adjust the amount of Bid

Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Bidding Document;

- (d) the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.



- .6** The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or under the Agreement, or otherwise, under the following conditions:
- (i)** In case of a **Bidder**
    - a) if he submits a non-responsive bid, or
    - b) if he engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the sub-para .11 of “General Instructions” Para ITB, or
    - c) If he withdraws his Bid during the period of Bid validity as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (ii)** In the case of **Selected Bidder**, if he **fails** within the specified time limit
    - a) To sign and return the duplicate copy of **LOA**, or
    - b) To sign the Contract agreement pursuant to “Contract Signing” paragraph ITB, or
    - c) To furnish the Performance Security within the period prescribed in the agreement, or
    - d) Having signed the Contract agreement, commits any breach thereof prior to furnishing the Performance Security.
- .7** If a bid security is **not required in the BDS**, and
- (a)** if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in sub-para .2 “Period of Validity of Bids” ITB, or
  - (b)** if the successful Bidder fails to: sign the Contract in accordance with “Contract Signing and Performance Security” para ITB; or furnish a performance security in accordance with “Contract Signing and Performance Security” para ITB; the Borrower may, black-list or debar the bidder for a period of time **as stated in the BDS from participating in future bids of the Authority**.
- .8** A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Work is engaged by the Bidder, in any manner for matters related to or incidental to the implementation of this Work during the Bidding Process or subsequent to the
- (i)** issue of the **LOA** or
  - (ii)** Execution of the Contract agreement.
- In the event any such adviser is engaged by the Selected Bidder, after issue of the **LOA** or execution of the Contract Agreement, for matters related or incidental to the Scheme, then notwithstanding anything to the contrary contained herein or in the **LOA** or the Contract agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the **LOA** or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

For the avoidance of doubt, this dis-qualification shall not apply where such adviser was engaged by the Bidder, in the past but its assignment expired or was terminated six (6) months prior to the date of issue of this bid notification. Nor will this disqualification apply where such adviser is engaged after a period of three (3) years from the date of operation of this Proposal/Assignment

**Para Number: 15**

**Para Heading Sealing and Marking of Bids**

**Sub Para**

- .1** The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPIES**.” The envelopes shall then be sealed in an outer envelope. **The technical bid and financial bid shall be in the same envelope**
- .2** The inner and outer envelopes shall:  
(a) be addressed to the Authority at the address provided at Sub-para .6 “Scope of Bid” paragraph ITB;  
(b) bear the name and identification of the contract as defined in the **BDS**; and  
(c) Provide a warning not to open before the specified time and date for bid opening.
- .3** In addition to the identification required above, the inner 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 “Late Bids” para ITB, and for matching purposes under “Modifications, Substitution and Withdrawal of Bids” paragraph ITB.
- .4** If the outer envelope is not sealed and marked as required above, the Authority will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder’s identity, the Authority will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.
- .5** **Receipt of Bids:** The Authority shall receive Bids pursuant to this Bidding Document in accordance with the terms set forth in this document and other documents to be provided by the Authority pursuant to this bid notification, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Document”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified for submission of Bids (the “**Bid Due Date**”) in the sub-para .3 “Scope of Bid” **BDS**.

## **D. SUBMISSION OF BIDS**

**Para Number: 16**

**Para Heading Due Date for Submission of Bids**

**Sub Para**

- .1** Bids must be received by the Authority at the address specified in “Sealing and Marking of Bids” para ITB, no later than the Bid Due Date. A receipt thereof should be obtained from the authorized person of the Authority.
- .2** The Authority may in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with “Amendment of Bidding Documents” para ITB in which case all rights and obligations of the Authority and the bidder’s previously subject to the original due date will thereafter be subject to the due date as extended.
- .3** No Bidder shall submit more than one Bid for the Proposal.

**Para Number: 17**

**Para Heading Late Bids**

**Sub Para**

- .1** Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**Para Number: 18**

**Para Heading Modifications, Substitution and Withdrawal of Bids**

**Sub Para**

- .1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date.
- .2 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- .3 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the “Sealing and Marking of Bids” paragraph ITB, with the outer and inner envelopes being additionally marked **“MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”**, as appropriate.
- .4 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- .5 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity may result in the forfeiture of the bid security pursuant to sub-para .6 “Bid Security” para ITB.

## E. BID OPENING AND EVALUATION

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**Para Number:** 19

**Para Heading** Opening of Bids

**Sub Para**

- .1 The Purchaser will open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place **specified in the BDS**. Bidders' representatives shall sign a register as proof of their attendance.
- .2 First, envelopes marked "**BID WITHDRAWAL NOTICE**" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "**BID SUBSTITUTION NOTICE**" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "**BID MODIFICATION NOTICE**" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
- .3 Bids shall be opened one at a time, reading out: the name of the Bidder and the Bid price (s) including any discounts;
- .4 Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with sub-para .2 "Opening of Bids" ITB, will promptly be returned, unopened, to their Bidders.
- .5 All the will be opened in the presence of the bidders. The bidders' names, the bid prices, the prices of any alternative (if alternatives have been requested or permitted) any discounts, bid deviations, and such other details as the Authority may consider appropriate, will be announced by the Authority at the time bid opening. Any bid price, discount or modification that is not read out and recorded at bid opening will not be considered for bid evaluation, irrespective of the circumstances.
- .6 The Purchaser will prepare minutes of the bid opening, including the information disclosed to those present in accordance with sub-para .2 "Opening of Bids" ITB. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

**Para Number: 20**

**Para Heading Confidentiality**

**Sub Para**

- .1 The document including this Bidding Document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance here with. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* (with the necessary changes in points of detail) to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid document or any information provided along there with.
- .2 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendation for the award of contract, shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to matters arising out of, or concerning the Bidding Process, until the award to the successful bidder has been announced. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by Applicable Laws or judicial or administrative or arbitral processor by any governmental instrumentalities or any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.
- .3 The bid evaluation process up to the award of a contract is confidential.
- .4 Any effort by a bidder or its agents to influence the Authority's evaluation of bids or award decision, including the offering or giving of bribes, gifts, or other inducement, may result in the invalidation of its bid and the forfeiture of its bid security, pursuant to sub-para .6 of "Bid Security" ITB.



**Para Number:**  
**Para Heading**

**Clarifications**

**Sub Para**

- .1 To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with “Preliminary Examination of Bids” para ITB.
  
- .2 If the Bidder does not provide clarifications sought for under sub-para .1 of this para ITB, within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the Authority there under.

**Para Number:** 22

**Para Heading** Preliminary Examination of Bids

**Sub Para**

**.1** Prior to the detailed evaluation of bids, the Authority will examine the bids to determine for each bid whether:

- (a) it is complete;
- (b) the documents have been properly signed;
- (c) it is accompanied by the required bid securities;
- (d) it is substantially responsive to the requirements of the bid documents; and
- (e) any computational errors have been made.

The Authority may require the bidder to provide any clarification and/or substantiation to determine responsiveness pursuant to sub-para .4 of this para ITB. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder, and in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the prequalification.

**.2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Purchaser. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected this will be considered as invalidating its bid and the bid security may be forfeited pursuant to sub-para .6 of "Bid Security" para ITB.

All items in the financial bid must be priced. If a bidder has included the price of the main activities/ items this must be clearly stated and a price of zero must be entered for the respective associated activities/items.

If a bidder fails to price activities/ items that are not the primary subject of the bid and the omission is judged to be non-material in accordance with sub-para .3 of this para ITB, the bid price will be adjusted for such omission in accordance with sub-para .2(c)(iv) "Evaluation and Comparison of Bids" para ITB for evaluation purposes only.

- .3** The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- .4** Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one:
- (a)** which affects in any substantial way the scope, quality, or performance of the contract;
  - (b)** which limits in any substantial way, inconsistent with the Bidding Document, the Authority's rights or the bidders' obligations under the contract; or
  - (c)** the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- .5** Prior to evaluation of Bids, the Authority will determine whether each bid is responsive to the requirements of the Bidding Document. The Authority may, in its sole discretion, reject any bid that is not responsive hereunder. A Bid shall be considered responsive only if:
- (a)** The Technical Bid is received in the form specified in "Documents Comprising the Bid" and "Sealing and Marking of Bids" paras ITB;
  - (b)** It has been received by the Bid Due Date or its extended due date;
  - (c)** It is signed, sealed, and bound together in hard cover and marked as per "Sealing and Marking of Bids" para ITB;
  - (d)** It contains all the information (complete in all respects) as requested in the Bidding Document;
  - (e)** It does not contain any condition or qualification; and
  - (f)** It is not non-responsive in terms hereof.
- .6** The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

**Para Number: 23**

**Para Heading Evaluation and Comparison of Bids**

**Sub Para**

- .1 The Purchaser shall use the criteria and methodologies listed in this Para No other evaluation criteria or methodologies will be used.
- .2 To evaluate a bid, the Purchaser shall consider the following:
  - (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors;
  - (c) price adjustment due to discounts offered in accordance with ITB 11.4;
  - (d) adjustment for nonconformities;
  - (e) application of all the evaluation factors indicated in Eligibility and Qualification Criteria;
- .3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- .4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Eligibility and Qualification Criteria.
- .5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Purchaser, the Purchaser 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, taking into consideration the schedule of estimated Contract payments, the Purchaser may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Bidder under the Contract.
- .6 The Purchaser shall compare all substantially responsive bids in accordance with ITB 23.2 to determine the lowest evaluated bid.

**.7 Documents Establishing the Qualifications of the Bidder:**

To establish its qualifications to perform the Contract in accordance with Eligibility and Qualification Criteria the Bidder shall provide the information requested in the corresponding information sheets included in Bidding Forms.

**.8 Deviations, Reservations, and Omissions**

During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**.9 Determination of Responsiveness**

(a) The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB10.

(b) A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

**(a) if accepted, would:**

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

(c) The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 10.2, Technical Proposal, in particular, to confirm that all requirements of Purchaser's Requirements have been met without any material deviation, reservation or omission.

(d) If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**.10 Non-conformities, Errors, and Omissions**

- (a) Provided that a bid is substantially responsive, the Purchaser may waive any nonconformities in the bid.
- (b) Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- (c) Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Evaluation and Qualification Criteria.

**.11**

**Correction of Arithmetical Errors**

- (i) Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
  - (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (ii) If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

## **F.POST-QUALIFICATION AND AWARD OF CONTRACT**

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**Para Number: 24**

**Para Heading Post Qualification**

**Sub Para**

- .1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Evaluation and Qualification Criteria.
- .2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder
- .3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**Para Number: 25**

**Para Heading Authority's Right to Accept any Bid or Reject any or all Bids**

**Sub Para**

- .1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**Para Number: 26**

**Para Heading Award Criteria**

**Sub Para**

- .1** Subject to ITB 25.1, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.



**Para Number:** 27

**Para Heading** Award Notification

**Sub Para**

**.1 Award Notification:**

- (a) Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Bidding documents, that its bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
- (b) Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- (c) The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 27 (a) requests in writing the grounds on which its bid was not selected.

**Para Number: 28**

**Para Heading Contract Signing, and Performance Security**

**Sub Para**

**.1 Contract Signing:**

- (a) Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement
- (b) Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

**.2 Performance Security:**

- (a) Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 23.5, using for that purpose the Performance Security Form included in Contract Forms, or another form acceptable to the Purchaser. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.
- (b) Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- (c) The above provision shall also apply to the furnishing of a domestic preference security if so required.

**Para Number:** 29

**Para Heading** Dispute Resolution Procedure

**Sub Para**

- .1 The method of dispute resolution is as indicated in the **BDS** and the Conditions of Contract.

## II.ii BID DATA SHEET

### A. GENERAL

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**Para Number: 1**

**Para Heading: Scope of Bid**

**Sub Para**

- .1** Name of the Purchaser: **CEO, Aarogyasri Health Care Trust**
- .2** Title of NIB: **Furnishing of Interior , Wood & Civil works at Jambagh, Hyderabad.**  
Number of NIB: **Lr No. AHCT/1516-C/F31/ 2012-13, dated 05.06.2012**  
Name of resulting Contract(s): **Furnishing of Interior, Wood & Civilworks at Jambagh, Hyderabad.**
- .3** The schedule of bidding process is given in the table below.
- .4** The successful bidder will be expected to complete its performance within the period of **2 months.**
- .5** Bidder must be ready to accept the extension of the contract by a further period of **1-Months** on the same terms and conditions, if so desired by Authority.
- .6** The Official Website is [www.eprocurement.gov.in](http://www.eprocurement.gov.in) and the address of Authority's Office for the purpose of this Bidding Document shall be Aarogyasri Health Care Trust, Head Office, Dr YSR Bhavan, Opp. Dr BR Ambedkar Open University, Rd No. 46, Jubilee Hills, Hyderabad-500 033
- .7** Procedure of e-tendering if applicable:Applicable
- .8** The Bidding documents can be obtained from the official website of the Authority or at the Authority's Office, at a Cost of **Rs Zero.**

<b>Schedule of Bidding process (with times where applicable)</b>	<b>Bid Notification</b>	<b>05.06.2012</b>
	<b>Pre-bid conference</b>	<b>11.06.2012</b> <b>2 PM</b>
	<b>Due date for the submission of Bids (Bid Due Date)</b>	<b>19.06.2012</b> <b>12 PM</b>
	<b>Opening of Bids</b>	<b>20.06.2012</b> <b>2 PM</b>
	<b>Presentation to the Technical Committee</b>	<b>20.06.2012</b> <b>3 PM</b>
	<b>Declaration of Qualified Bids</b>	<b>21.06.2012</b> <b>2 PM</b>
	<b>Probable Date for issuing Letter of Award of Contract</b>	<b>21.06.2012</b> <b>4 PM</b>
	<b>Tentative Effective Implementation Date</b>	<b>25.06.2012</b>

**Para Number: 3**

**Para Heading Eligibility**

**Sub Para**

**.1 Class and category of Suppliers: Not applicable**

**.2** The proposal should adhere to the minimum eligibility criteria given below.

3.2 Eligibility Criteria							
S No	Item	Criteria					Proof required
		Requirement	Single Entity	Bidder			
				JV, Consortium or Association			
All partners combined	Each partner	At least one partner					
1	Firm Registration	The Bidder must be a government organization/ Public sector/ Private limited Company having its registered Office in India	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/ A	Copy of Certificate of incorporation or Registration
2	Conflict of Interest	No conflicts of interests as described in ITB 3.4	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/ A	Letter of Bid
3	Penalty & Blacklisting	(i) The Bidder should never have been penalized by any organization for poor quality of work or breach of contract in the last five years (ii) The Bidder should never have been blacklisted by any Government department/Public Sector Undertaking in the last five years (iii) The Bidder should never have suffered bankruptcy/insolvency in the last five years	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/ A	Declaration of Bidder
4	Contract non-performance	<b>(i) History of non-performing contracts:</b> Non-performance of a contract did not occur within the <b>last five (5)</b> years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Historical Contract Non-Performance

		(ii) <b>Pending litigation:</b> All pending litigation shall in total not represent more than <b><u>twenty percent (20%)</u></b> of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Historical Contract Non-Performance
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**.3** Joint Venture is not applicable

Para Number: 4

Para Heading Qualifications

Sub Para

4.1 Qualification Criteria							
S No	Item	Criteria					Proof Required
		Requirement	Single Entity	Bidder			
				JV, Consortium or Association			
				All partners combined	Each partner	Atleast one partner	
1	Financial Strength	<p><b>(i) Historical Financial Performance:</b> Submission of audited balance sheets, other financial statements acceptable to the Purchaser, for the <b>last five [5]</b> years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability.</p>	Must meet requirement	N / A	Must meet requirement	N / A	Audited balance sheets (Form 2a (2) of attachemnt T1B)
		<p><b>(ii) Average Annual Turnover:</b> Minimum average annual turnover of <b>three crore rupees</b> calculated as total certified payments received for contracts in progress or completed, within the last <b>three (3)</b> years</p>	Must meet requirement	Must meet requirement	Must meet _____ percent (____%) of the requirement	Must meet _____ percent (____%) of the requirement	Audited statements (Form 2a (3) of attachemnt T1B)
		<p><b>(iii) Financial Resources:</b> The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:                      (i) the following cash-flow requirement: <b>Rs Twenty Five lakhs</b> and                      (ii) the overall cash flow requirements for this contract and its concurrent commitments.</p>	Must meet requirement	Must meet requirement	Must meet _____ percent (____%) of the requirement	Must meet _____ percent (____%) of the requirement	Audited financial statements (Form 2a (4) of attachemnt T1B)
2	Experience	<p><b>(i) General Experience:</b> Experience under contracts in the role of Contractor, subcontractor, or management contractor for at least the last <b>Seven [7]</b> years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.</p>	Must meet requirement	N / A	Must meet requirement	N / A	Form 2b



	<p><b>(ii) Similiar Experience: (a)</b> Participation as Contractor, management contractor, or subcontractor, in at least <b>Fifteen (15)</b> contracts within the <b>last Five (5) years</b> , each with a value of at least <b>Fifty Lakhs (50)</b> that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size (No. Of resources) complexity, methods/technology or other characteristics as described in volume I i.e., one work @ 80% of ECV Or Two works @ 50% of ECV Or Three works @ 30% of ECV.</p>	Must meet requirement	Must meet requireme nts for all characteri stics	N / A	Must meet requireme nts for all characteri stics	Form 2 (c)
	<p>(b) For the above or other contracts executed during the period stipulated in 2 (ii) (a) above, a minimum experience in the following key activities:<b>Nil</b></p>	Must meet requirement s	Must meet requireme nts	N / A	Must meet requireme nts	Form 2 (c)

**Para Number: 5**

**Para Heading Pre Bid meeting or Site visit**

**Sub Para**

**.3 Pre-bid meeting** will be on **11.06.2012at 02.00 PM** at Conference Hall, 3<sup>rd</sup> Floor, Aarogyasri Health Care Trust, Opp. BR Ambedkar Open University, Rd No. 46, Jubilee Hills, Hyderabad – 500 033.

**B. THE BIDDING DOCUMENTS**

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**Para Number:** 6

**Para Heading** Contents of Bidding Documents

**Sub Para**

.1 No additional documents

## C. PREPARATION OF BIDS

---

**Para Number: 10**

**Para Heading Documents comprising the Bid**

**Sub Para**

**.1 (b) The following schedules shall be submitted with the bid:**[insert schedules that must be submitted with the Bid, including the priced Bill of Quantities for admeasurement contracts and Schedule of Prices for lump sum contracts]

**.1 (i) The Bidder shall submit with its bid the following additional documents:** [insert type of any additional documents not already listed in ITB 10.1 that must be submitted with the Bid].

Sheet Nos	1/2 to 2/2	
Para Number and Heading	10.1	Documents Comprising the Bid
	Invitation for Bids	
<b>VOLUME I THE WORK</b>	Introduction and Disclaimers	
	<b>Work</b>	Requirements
<b>VOLUME II THE BID</b>	<b>II.i</b> Instructions to Bidders	
	<b>II.ii</b> Bid Data Sheet	
	<b>II.iii</b> Bid Form	
	<u>Attachments to Bid Form</u>	
	1.Attachment B1-Bid Security	
	2.Attachment B2-Power of Attorney	
	3.Attachment B3-Cost of Bid Documents	
	4.Attachment B4-Bid Securing Declaration	
	<u>Attachments to Technical bid</u>	

	4.Attachment T1A- Bidders particulars and eligibility criteria	
	5.Attachment T1B- Qualifications of the Bidder	Form 2a-Financial Viability
		Form 2b- General Experience Record (with Joint Venture summary if any)
		Form 2c- Similar Experience Record
		Form 2d-Current Works in Progress
	6.Attachment T2- Program	
	7.Attachment T3- Personnel	Form 3a-Personnel Capabilities
		Form 3b-Candidates Summaries
		Form 3c - Equipment
	<u>Attachments to Financial Bid</u>	
	1.Price Bid Form	
	2.Attachment F1(Price Schedules)	Form F1-Cost Breakup Table
	<b>II.v</b> Letter of Acceptance	
<b>VOLUME III THE CONTRACT</b>	<b>III.i</b> Form of Contract	
	<b>III.ii</b> General conditions of contract	
	<b>III.iii</b> Special conditions of contract	
	<b>III.iv</b> Description of Services with Implementation and delivery schedule (or) Technical Requirements with implementation schedule.	

	<b>III.v.</b> Supplier's Quote and Original Price Schedules	
	<b>III .vi</b> Appendices	Appendix 1 – Specifications, Drawings & Bill of Quantities
		Appendix 2- Performance Security Form (Bank Guarantee)
		Appendix 3 – Suppliers Bid

**Para Number: 11**

**Para Heading Bid prices**

**Sub Para**

**.6** The prices quoted by the Bidder [*“shall not be”*] subject to adjustment during the performance of the Contract.

**Para Number: 13**

**Para Heading Validity of Bids**

**Sub Para**

**.1** The bid validity period shall be: *Sixty (60)*days.

## D. SUBMISSION OF BIDS

**Para Number:** 14

**Para Heading** Bid Security

**Sub Para**

- .2 Bid Securing Declaration is not applicable.
- (a) Amount of Bid Security is **1% of ECV**.
- (b) Form of Bid Security shall be Demand Draft from a Nationalised Bank.
- (c) The demand draft shall be taken in favour of “**CEO, Aarogyasri Health Care Trust**” payable at **Hyderabad**.
- (d) Period of validity beyond the bid validity date, as extended, if applicable shall be **6-Months** and
- (e) The time period within which the bid security of the unsuccessful bidders will be returned is **30- days** after the finalization of successful Bidder.
- .7 Not applicable

**Para Number:** 15

**Para Heading** Sealing and Marking of Bids

**Sub Para**

- .1 Required number of bid copies, besides the original: **1 copy**



#### **D. SUBMISSION of BIDS**

**Para Number: 16**

**Para Heading Due date for submission of Bids**

**Sub Para**

**.2** The address for bid submission is:  
Aarogyasri Health Care Trust  
Head Office  
Opposite B.R. Ambedkar Open University  
Road no. 46  
Jubilee Hills  
Hyderabad-500033

Name of bid and identification shall be as in sub-para .2 “Scope of Bid” BDS.

Hard copy of Technical bid should reach to the above mentioned address by 19.06.2012, 2.00 PM

## E. BID OPENING AND EVALUATION

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**Para Number:** 19

**Para Heading** Opening of Bids

**Sub Para**

.1 Time, date, and place for bid opening are:

**02.00 PM, 20.06.2012,**

Location: Aarogyasri Health Care Trust,

Opp Dr BR Ambdekar Open University,

Rd No. 46, Jubilee Hills,

Hyderabad – 500 033

**II.iii Bid form**

**Letter of BID**

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

*Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.*

Date: \_\_\_\_\_  
Bidding No.: \_\_\_\_\_  
Invitation for Bid No.: \_\_\_\_\_

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Para 8;

(b) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:  
\_\_\_\_\_;

(d) The discounts offered and the methodology for their application are: \_\_\_\_\_;

(e) Our bid shall be valid for a period of \_\_\_\_\_ [insert validity period as specified in ITB 13.1.] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 3.4;

(h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 3.4;

(i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been blacklisted by any govt; agency;

(j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

(m) If awarded the contract, the person named below shall act as Purchaser's Representative:

Name:

In the capacity of:

Signed:

Duly authorized to Sign the Bid for and on Behalf of:

Date:

**II.iv Attachments to Bid**

**Bid Form Attachments**

**Bid Form shall include:**

1. B1 - Bid Security
2. B2 - Power of Attorney
3. B3 - Cost of Bid Documents
4. B4 – Bid Securing Declaration

**Attachment B1**

Bank DemandDraft for Bid Security

**Attachment B2–**

**Power of Attorney for signing of Bid**

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of.....and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Name of Bid [insert: Name of Bid from Bid data sheet] proposed by \_\_\_\_\_ (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Scheme and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2012.

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

*The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarised by a notary public.*

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**Attachment B4**

**Bid Securing Declaration**

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

***[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]***

***\*Bid Securing Declaration is not applicable.***



## Attachment T1A

### Bidder's Particulars and Eligibility Criteria

#### 1. Company Profile

a	Legal name of the Company/ Firm	
b	Registered Office of the Company (address)	
c	Firms Registration Number and Validity:	
d	Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):	
e	Year of Registration:	
f	Brief description of the Company including details of its main lines of business	
g	Company Audit report	
h	Name, designation, address and phone numbers of authorised signatory of the Bidder	
	Name: Designation: Company: Address:	
	Company:	
	Phone No.:	
	Address:	
	Fax No. :	
	E-mail address:	

**Note: Attach sheet from 1 (a) to 1 (h) for each JV member if applicable.**

#### 2. Please State the following correctly:

(i) Has the Bidder ever been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes/No
(ii) Has the Bidder ever failed to complete any work awarded to it by any public Authority/entity in last five years?	Yes/No
(iii) Has the Bidder been ever blacklisted by any Government department/Public Sector Undertaking in the last five years?	Yes/No
(iv) Has the Bidder been suffered bankruptcy/insolvency in the last five years?	Yes/No

**Note: If answer to any of the questions at 2(i) to 2 (iv) is yes, the Bidder is not eligible for this Work.**

**3. Historical Contract Non-Performance**

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_

Bidding No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with (Eligibility Criteria)			
i. Contract non-performance did not occur during the stipulated period, in accordance with 3.2 BDS item 4 (i). ii. Contract non-performance during the stipulated period, in accordance with item 4 (i) of 3.2 BDS.			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, Rs)
		Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	
Pending Litigation, in accordance with item 4 (i) of 3.2 BDS			
i. No pending litigation in accordance with item 4 (i) of 3.2 BDS ii. Pending litigation in accordance with item 4 (i) of 3.2 BDS, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, Rs)
		Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	
		Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	

**4. Documents to be submitted:**

a. Annual Report (Recent):

- b. Copy of Firm's Registration Certificate:
- c. in case of JV, attach the copies of original documents of letter of intent to form JV, draft agreement or JV agreement.
- d. Manufactures authorization form shall be submitted in case of an Agent/ Dealer.
- e. Other Relevant documents (duly listed)

**5. Details of Bank Draft:**

- a. Towards the Bid Security amount of rupees is **1% of ECV.**

Date:

Signature and Seal of Authorized Person

Place:

**Attachment T1B**

**From 2a- Financial Viability**

Name of the Bidder:

1. Bidders shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB Clause 4.1(a). Each Bidder shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached. Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of the banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

**2. Historical Financial Performance:**

Summarise actual assets and liabilities for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
1.Total Assets							
2.Curent assets							
3.Total liabilities							
4.Current liabilities							
5.Profits before taxes							
6.Profits after taxes							

**3. Financial Resources:**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in the BDS for ITB Clause 4.1 (a).

Source of financing	Amount
1.	
2.	
3.	
4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the last 3 years. If audits are not available, partnerships and firms owned by individuals may submit their balance sheets certified by a chartered accountant, and supported by copies of tax returns,

4. Abstract of Financial Capacities:

S. No	Financial Year	Annual Turnover (Rs.)	Net worth (Rs.)	Cash Profit (Rs.)
1	2010-11			
2	2009-10			
3	2008-09			
<b>Average</b>				

**Certificate from the Statutory Auditor**

In case the Bidder does not have a Statutory Auditor, it shall provide the certificates from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

**Note:** Please attach printed Annual Financial Statements.

**Form 2b**

**General Experience Record:**

1. All individual firms and all partners of a Joint Venture must complete the information in this form with regard to the contracts generally. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to Purchasers for each year for work in progress or completed, at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for SubSuppliers only if the Bid Data Sheet for ITB Clause 4.1 (a) explicitly permits experience and resources of (certain) SubSuppliers to contribute to the Bidder's qualifications.

A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, Purchaser, and other relevant details.

Use a separate page for each partner of a Joint Venture, and number these pages.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

- 2.

S.No	Name of the Contract	Purchaser	Brief description of work performed by Bidder	Period of contract		Value of contract	Role of Bidder
				From	To		

## Form 2c - Similar Experience Record

### I. Specific Experience:

Name of Bidder or partner of a Joint Venture	
Use a separate sheet for each contract	
	Number of contract
	Name of contract
	Name of Purchaser
	Purchaser's Address
	Nature of similar work and special features relevant to the contract for which the Bidding documents are issued
	Supplier role (check one) 1. Contractor 2. Sub-Contractor 3. Management Contractor
	Amount of the total/subSupplier/partner share (at completion, or at date of award for current contracts)
	Equivalent amount: Total contract: Rs. _____ . Subcontract: Rs. _____ . Partner share: Rs _____
	Date of award/completion
	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation)
	Contract was completed Rs. _____ % under/over original contract amount (if over, provide explanation)
	Special contract/technical requirements
	Indicate the approximate present total contract value of work undertaken by subcontract, if any, and the nature of such work.

## II. Specific experience in key activities:

Bidder's Legal Name: \_\_\_\_\_  
 JV Partner Legal Name: \_\_\_\_\_  
 Subcontractor's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 Bidding No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract Number: ___ [insert specific number] of ___ [insert total number of contracts required].	Information		
Contract Identification			
Award date Completion date			
Role in Contract	Contractor	Management Contractor	Subcontractor
Total contract amount			Rs
If partner in a JV or subcontractor, specify participation of total contract amount	%		Rs
Purchaser's Name:			
Address: Telephone/fax number: E-mail:			



**Form 2d - Current Contract Commitments / Works in Progress**

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Name of contract</b>	<b>Purchaser, contact address/tel/fax</b>	<b>Value of outstanding work (Rupees)</b>	<b>Estimated completion date</b>	<b>Average monthly invoicing over last six months (Rs/ Month)</b>
1				
2				
3				
4				
5				
etc				

**Attachment T2**

Description of methodology and proposed work plan for performing the assignment (or)

PROGRAM

**Form 3a-Personnel Capabilities**

**Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Eligibility and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

1	Title of position
	Name
2	Title of position
	Name
3	Title of position
	Name
4	Title of position
	Name
5	Title of position
	Name
6	Title of position
	Name

**Proposed personnel is Not Applicable**

## Form 3b-Candidates Summary

1.

Position		Candidate
		Prime                  Alternative
Candidate Information	Name of candidate	Date of Birth
	Professional Qualifications	
Present Employment	Name of Purchaser	
	Address of Purchaser	
	Telephone	Contact (Manager/personal officer)
	Fax	Telex
	Job title of candidate	Years with present Purchaser

2. Summarize professional experience over the last twenty years, in reverse chronological order.

Indicate particular technical and managerial experience to the project.

From	To	Company/project/position/relevant technical and management experience

**Candidates Summary is Not Applicable.**

### **Form 3C - Equipment**

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

<b>Type of Equipment*</b>		
<b>Equipment Information</b>	<b>Name of manufacturer</b>	<b>Model and power rating</b>
	Capacity*	Year of manufacture
<b>Current Status</b>	Current location	
	Details of current commitments	
<b>Source</b>	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	Telephone	Contact name and title
	Fax	Telex
<b>Agreements</b>	Details of rental / lease / manufacture agreements specific to the project	Agreements

**Attachment F1**

**Form F1-Price Schedules**

**Part I - Bill of Quantities schedule duly filled from Volume I.**

**Part II – Abstract**

<b>S No</b>	<b>Description</b>	<b>Value</b>	<b>Total Amount</b>
1	Interior works	Whole Package	
2	Civil works	Whole Package	
<b>Total</b>			

**Form II (v)**  
**Aarogyasri Health Care Trust**  
**Government of Andhra Pradesh**  
Dr. Y.S.R. Bhavan, Opp. Dr.B.R.Ambedkar Open University,  
Road No.46, Jubilee Hills, Hyderabad -500 033

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**LETTER OF ACCEPTANCE**

[Date]

TO: [Name of successful bidder]

[Address of successful bidder]

This is to notify you that your bid dated [enterdate] for the execution of the [name of the contract as given in the bidding data] for the contract price of the equivalent of [amount in numbers and words, and name of currency/currencies], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our agency. You are hereby required:

- (a) to submit the performance security / Performance Bank Guarantee [ specify as provided in the bidding documents];
  - (b) to sign the attached contract agreement and return [ specify as provided in the bidding documents ];
- and
- (c) to commence execution of the said contract in accordance with ‘ The Contract’ documents.

Authorized signature.....

Name and title of signatory.....

Name of agency.....