REQUEST FOR BID
(RFB)

ELSAMEX MAINTENCE SERVICES LIMITED

Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning and Horticulture Works

Document Downloading Date	From March 05, 2021 (11.00 Hrs.) to March 11, 2021 (18.00 Hrs.)
Last Date And Time for Receipt of Bids	March 12, 2021 at 15.00 Hrs
Place of Opening of Bids	Elsamex Maintenance Services Limited 25th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat, 382355 Tel.: +91- 99090 05809 / +91-99099 41752 E-mail: tender.emsl@itnlindia.com,
Officer Inviting Bids	Mr. Sachin Joshi/Tapan Parikh Elsamex Maintenance Services Limited 25th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat, 382355 Tel.: +91- 99090 05809 / +91-99099 41752 E-mail: tender.emsl@itnlindia.com, Website: www.itnlindia.com

ELSAMEX MAINTENANCE SERVICES LIMITED (EMSL)

BID DOCUMENT

For

Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning and Horticulture Works

Contents

Volume		Particulars
Volume 1	:	Instructions to Bidders
Volume 2	:	Draft Service Agreement, General Condition of Contract Special Conditions of Contract
Volume 3	:	Bill of Quantity

SECTION 1: INSTRUCTIONS TO BIDDERS

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Elsamex Maintenance Services Limited (EMSL)
25th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujrat 382355
E-mail: tender.emsl@itnlindia.com, Website: www.itnlindia.com
CIN: U45201MH2013FLC285659

INVITATION FOR BID

Date: March 05, 2021

Sub.: Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning and Horticulture Works – (Project Name: - _____)

Dear Sir,

(1) M/s Elsamex Maintenance Services Limited (EMSL) hereby invites sealed Bid from contractors for the work of "**Execution of Routine Operation and Maintenance Works, Cleaning and Horticulture Works"** at following Projects.

Sr. No.	Name of Project	SPV	State	Project Length (Km)	No. of Lanes
1	Barwa Adda Panagarh Section of NH 02 from km 398.240 to km 521.120 including Panagarh Bypass	Barwa Adda Expressway Limited (BAEL)	West Bengal & Jharkhand	123 (727 Lane Km)	6 Lane
2	Moradabad Bareilly Section of NH 24 from Km 148+000 to 262+0002	Moradabad Bareilly Expressway Limited (MBEL)	Uttar Pradesh	121 (522 Lane Km)	4 Lane
3	Pune Solalpur Section of NH 09 from Km 144+400 to Km 249+000	Pune Solapur Road Development Company Limited (PSRDCL)	Maharashtra	101.325 (571.30 Lane Km)	4 Lane
4	Baleshwar Kharagpur Section of NH 06 from Km : 0+000 to Km : 119+300	Baleshwar Kharagpur Expressway Limited (BKEL)	Orrisa & West Bengal	119.30 (477.20 Lane Km)	4 Lane
5	Jetpur Gondal Rajkot Section of NH 27 - from Km 117+600 to Km 184+780	West Gujarat Expressway Limited (WGEL)	Gujarat	67 (389 Lane Km)	4 Lane
6	Sikar Bikaner Section from Km 553+869 of NH-11 to Km 267+325 of NH-89	Sikar-Bikaner Highway Limited (SBHL)	Rajasthan	237 (540 Lane Km)	2 Lane
7	Thiruvananthapuram City Road Improvement Project (TCRIP)	Thiruvananthapuram Road Development Company Limited (TRDCL)	Kerala	42.351 (162 Lane Km)	2 to 6 Lane

Sr. No.	Name of Project	SPV	State	Project Length (Km)	No. of Lanes
8	Hazaribagh Ranchi Section of NH 33 from Km 40+500 to Km 144+000	Hazaribagh Ranchi Expressway Limited (HREL)	Jharkhand	73.866 (295.464 Lane Km)	4 Lane
9	Ranchi Patratu Dam Ramgarh Road of SH-2 from Km 0+000 to Km 35.270 (RPR-I)	Jharkhand Road Project Implementation Company Ltd. (JRPICL)	Jharkhand	35.270 (103.74 Lane Km)	2 / 4 Lane
10	Patratu Dam Ramgarh Road Stretch of SH-2 from Km 0+000 to 17+118 (RPR – II)	Jharkhand Road Project Implementation Company Ltd. (JRPICL)	Jharkhand	27.118 (108.472 Lane Km)	2 / 4 Lane
11	Ranchi Ring Road Section III to VI from Km 0+600 to Km 36.19	Jharkhand Road Project Implementation Company Ltd. (JRPICL)	Jharkhand	36.192 (217.152 Lane Km)	6 Lane
12	Adityapur to Kandra Road from Km 0+000 to Km 15+100	Jharkhand Road Project Implementation Company Ltd. (JRPICL)	Jharkhand	15.100 (60.400 Lane Km)	4 Lane
13	Chowka- Kandra - Chaibasa Road from Km 0+000 to Km 68+700	Jharkhand Road Project Implementation Company Ltd. (JRPICL)	Jharkhand	68.7 (137.40 Lane Km)	2 Lane
14	Ranchi Ring Road (RRR- VII)	Jharkhand Infrastructure Implementation Company Ltd (JIICL)	Jharkhand	23.575 (141.45 Lane Km)	6 Lane

(2) The Bidder may participate as per the given BOQ provided in Volume III.

(3) ***The Bidder can bid for all Projects but, maximum 2 no. of Projects shall be awarded to the selected Bidder. In case the Bidder is L1 on more than 2 projects, Company reserves the right to award any two projects and the decision made by the Company will be binding to the bidder.***

(4) Bidding documents may be downloaded by the Service Provider, free of cost, from the www.Itnlindia.com from ***March 05, 2021, 11.00 Hrs to March 11, 2021 18.00 Hrs.***

(5) Bid must be accompanied by ***Bid Security amounting to ₹ 1,00,000 [Rupees One Lakh Only] / Per Project***, in favor of Elsamex Maintenance Services Limited, payable

at Ahmedabad. Bid Security will have to be in the form as specified in the Bidding Document and shall have to be valid for ***90 days beyond the validity of the Bid.***

(6) Bid must be Bid must be send to email id ***tender.emsl@itnlindia.com***, via soft copy mode (All the bids heavy in size can be submitted via link) and hard copy delivered to office of Elsamex Maintenance Services Limited, 25th Floor, GIFT 1 Tower, GIFT City, Gandhinagar 382355, Gujarat **on or before 1500 Hrs IST on March 12, 2021** by hand or by post/Courier.

Signature of Authorized Officer

SECTION 1:

INSTRUCTIONS TO BIDDERS
(ITB)

A: GENERAL

1. **Scope of Works**

1.1 Elsamex Maintenance Services Limited, (hereinafter be referred to as the **"Company / Client"**) proposes to take services of Service Provider for execution of **Routine Operation and Maintenance Works, Cleaning and Horticulture Works** hereinafter referred to as the "**Works"** at following Project Locations.

Sr. No.	Name of Project	SPV	State	Project Length (Km)	No. of Lanes
1	Barwa Adda Panagarh Section of NH 02 from km 398.240 to km 521.120 including Panagarh Bypass	Barwa Adda Expressway Limited (BAEL)	West Bengal & Jharkhand	123 (727 Lane Km)	6 Lane
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Sr. No.	Name of Project	SPV	State	Project Length (Km)	No. of Lanes
		Company Ltd. (JRPICL)			
11	Ranchi Ring Road Section III to VI from Km 0+600 to Km 36.19	Jharkhand Road Project Implementation Company Ltd. (JRPICL)	Jharkhand	36.192 (217.152 Lane Km)	6 Lane
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14	Ranchi Ring Road (RRR- VII)	Jharkhand Infrastructure Implementation Company Ltd (JIICL)	Jharkhand	23.575 (141.45 Lane Km)	6 Lane

2. **Source of Funds**

Deleted.

3. **Eligible Bidders**

3.1 Service Providers who will produce the certificate that they have successfully completed following minimum quantities in ***any one of the Financial Year during last 3 years*** are eligible to bid.

Sr. No.	Item Description	Unit	O&M Project Length
1	Project Length ≤ 200 Lane Km	Lane Km	100 Lane Km
2	Project Length > 200 Lane Km ≤ 400 Lane Km	Lane Km	200 Lane Km
3	Project Length > 400 Lane Km	Lane Km	300 Lane Km

3.2 Bidder should have turnover of ***as per following table*** for participation in Bid in ***any one of the Financial Year*** **during last 3 years**

Sr. No.	Item Description	Unit	Mini. Turnover (₹)
1	Project Length ≤ 200 Lane Km	Cr.	0.75
2	Project Length > 200 Lane Km ≤ 400 Lane Km	Cr	1.50
3	Project Length > 400 Lane Km	Cr	2.50

3.3 Bidders should not have abandoned any of their contracts for, and should not be under a declaration of ineligibility or blacklisted for corrupt, fraudulent and coercive practices or poor quality/ delayed implementation of any work by the Government of India (GoI), Any State Government / IL&FS / Developer and/or Statutory Authorities like NHAI, MoRTH etc.

4. **Qualification of the Bidder**

4.1 Bidders should submit, with their Bids, qualification information regarding the relevant O&M experience on Road/Highway completed by them as defined in clause 3.1 & 3.2 and other information correct as on 28 days prior to last date of submission of Bids.

4.2 All Bidders shall also include the following information and documents with their Bids in the formats prescribed, wherever applicable, in this Bidding Document:

(a) the certificate that they have successfully completed the quantities defined in clause 3.1 in any one of the Financial Year during last 3 years; either in the same project or any other completed projects.

(b) the certificate that they have turnover as defined at Clause 3.2 for participation in Bid in any one of the Financial Year **during last 3 years.**

(c) written Power of Attorney authorizing the signatory of the Bid;

(d) latest Income Tax clearance certificate from the concerned department;

(e) deleted

(f) names of persons with sufficient qualifications and experience for site management;

(g) an undertaking confirming the validity of above information

(h) deleted

(i) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, duration of dispute, cause of litigation, matter in dispute and other relevant details; the Bidders shall also submit the information regarding debarring / expelling of Bidder or abandonment of work by Bidder (as per S. Nos. 1.4 & 1.5 of Form 2A of Section 2);

(j) ESIC Registration

(k) PF Registration

(l) Labour License

4.3 **Joint Venture: -** *Joint Venture (JV) is* ***not allowed.***

4.4 Even though the Bidders meet the criteria set out above, they are subject to be declared non-responsive if they have:

(a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

(b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

(c) have been black listed by any Statutory Agency/Company during the intervening period between qualification and award of Works; and/or

(d) participated in bidding for any work and has quoted unreasonably high bid prices and could not furnish rational justification to the Company.

5. **One Bid per Bidder**

Each Bidder shall submit only one Bid for the work.

6. **Cost of Bidding**

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

7. **Site visit**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works. The costs of visiting the site shall be at the Bidder's own expense and no claim shall be eligible in this regard.

B: BIDDING DOCUMENTS

8. **Content of Bidding Document**

8.1 The set of Bidding Documents consist of documents listed in the Table below and amendment/addenda issued in accordance with Clause 10 of this Section. A copy of Section 6 (Bill of Quantities), will be available along with the Bidding Documents to the Bidders to facilitate the Bidder to submit the copy of the duly filled Bill of Quantities.

Volume		Particulars
Volume 1	:	Instructions to Bidders
Volume 2	:	Draft Service Agreement, General Condition of Contract Special Conditions of Contract
Volume 3	:	Bill of Quantity

8.2 One copy of each of the Volumes 1, 2 & 3 can be downloaded from the website. Documents to be furnished by the Bidder should be in the formats prescribed in relevant volumes of Bid document and addendum issued pursuant to Clause 10.

9. **Clarification on Bidding Documents**

9.1 A Bidder requiring any clarification of the Bidding Documents may notify the Company in writing through post, fax or e-mail at the address indicated in the Invitation to Bid. The Company will respond to any request for clarification which he has received at least 1 day before the last date for receipt of Bids. Copies of the Company's response will be uploaded on the web site at **www.itnlindia.com.**

9.2 Any modification of the Bidding Documents listed in Clause 8.1 which may become necessary as a result of the clarification given to Bidders shall be made by the Company exclusively through the issue of an Addendum pursuant to Clause 10.

10. **Amendment of Bidding Documents**

10.1 Before the deadline for submission of bids, the Company may modify the Bidding Documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated at the Company’s web site. All such addenda shall become an integral part of the Bidding Document and it shall be incorporated in Bid prices and duly signed, stamped and submitted along with the Bid documents. Bid shall be deemed to be incomplete if the addendum (addenda) is (are) not enclosed duly signed by the Bidder along with the Bid documents.

C: PREPARATION of BIDS

11. **Language of the Bid**

11.1 All documents relating to the Bid shall be in the English language.

12. **Documents Comprising the Bid**

12.1 The Bid submitted by the Bidder shall comprise the following:

- Outer envelope marked as per Sub Clause 19.2 in two sets as "ORIGINAL" and "COPY".

  In outer envelopes (ORIGINAL and COPY) the following two inner envelopes marked (I) and (II) along with the other information/materials and bearing identification and address as per Sub Clause 19.2.

  Envelope (I) – marked as Bid security and qualification information

  a. Bid Security in prescribed Form
  b. Qualification Information Form/certificates, undertaking etc.

  Envelope (II) – marked as Form of Bid and Priced Bill of Quantities

  c. The Form of Bid. The Form of Bid needs to be submitted with & bid amount in paragraph 1. (Preferably on letterhead of the Bidder).
  d. Bill of Quantities, needs to be on letterhead of the Bidder. Priced Bill of Quantities for works specified in Annexure. The same needs to be submitted inclusive of GST and in line with clause 13

12.2 The Bidder shall submit the Bids in two separate envelopes. One envelope marked (I) shall have submissions as per Sub Clause 12.1 (a) and (b). The second envelope marked (II) shall contain submissions as per Sub Clause 12.1 (c) and (d). The Bidder shall prepare two copies of each of these submissions, marking them **"ORIGINAL"** and **"COPY"** respectively, which shall be sealed and put in a covered envelope accordance with the Sealing and Marking instructions in Clause 19.

12.3 All documents pertaining to this bid which are uploaded on website, will be deemed to be part of the bid:

13. **Bid Prices**

13.1 The Contract shall be for the Works as described in priced Bill of Quantities submitted by the Bidder in prescribed Bid Form.

13.2 The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the **Bill of Quantities** along with

total Bid Price (both in figures and words). Items for which no rate or price is entered by the Bidder will not be paid by the Company when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, rewriting and initialing, in ink.

13.3 All duties, taxes, Cost towards compliance, safety and other levies payable by the Service Provider under the Contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4 Deleted

14. **Currencies of Bid and Payment**

14.1 The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees, and payment shall be made in Indian Rupees.

15. **Bid Validity**

15.1 Bids shall remain valid for a period not less than one hundred and twenty (120) days after the deadline date for Bid submission, specified in Clause 20. **A bid valid for a shorter period shall be rejected by the Company as non-responsive.**

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Company may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security for a period of the extension, and in compliance with Clause 16 in all respects.

16. **Bid Security**

16.1 The Bidder shall furnish, as part of his Bid, a Bid Security for an amount mentioned in Invitation for Bid. **This Bid Security shall be in favor of "Elsamex Maintenance Services Limited"** Payable at Ahmedabad and may be in one of the following forms:

- A Bank Guarantee, in the prescribed format is acceptable from the following institutions located in India:

  (a) State Bank of India or its subsidiaries;
  (b) Any Indian Nationalized /Scheduled Bank;
  (c) IDBI Bank or Axis Bank or ICICI Bank or HDFC Bank or Yes Bank; or

(d) Foreign Bank with operations in India provided the net worth in respect of the Indian operations shall not be less than ₹ 500 Cr. as per the latest Annual Report of the Bank and that Bank Guarantee is issued by a branch in India.

- Bankers' cheque or Demand draft in favor of "Elsamex Maintenance Services Limited" payable at Ahmedabad.

- FDR in favor of "Elsamex Maintenance Services Limited" payable at Ahmedabad

16.2 Bank guarantees issued as surety for the Bid should be valid for 60 days beyond the validity of the Bid.

16.3 Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub Clauses 16.1 and 16.2 shall be rejected by the Company as non-responsive.

16.4 The Bid Security of unsuccessful Bidders other than the evaluated responsive lowest three Bidders will be returned within 30 days of the completion of the bid evaluation process and within the bid validity period, specified in Sub Clause 15.1. The Bid Security of two of the lowest three Bidders, other than the successful Bidder, shall be returned after signing of the Contract Agreement with the successful Bidder.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement.

16.6 The Bid Security may be forfeited

a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
b. if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to
   i. Deleted , and/or
   ii. sign the Agreement.

17. Alternative Proposals by Bidders

17.1 Conditional offers or alternative proposals will not be considered.

18. Format and Signing of Bid

18.1 The Bidder shall prepare one original and one copy of the documents comprising the Bid as described in Clause 12, and clearly marked

“ORIGINAL” and **“COPY”** as appropriate. In the event of discrepancy between them, the original shall prevail.

18.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub Clauses 4.2 and 4.3. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Company, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized signatory.

18.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

18.5 Deleted

D: SUBMISSION OF BIDS

19. **Sealing and Marking of Bids**

19.1 The Bidder shall seal the original and copy of the Bid together with the soft copy duly filled in separate envelopes as described in Sub Clause 12.2, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside **one outer envelope**.

In addition to that soft copy of above bid also to be sent on email id: tender.emsl@itnlindia.com, and the bids heavy in size can be submitted via link.

19.2 The **outer** and two **inner** (marked (I) and (II)) envelopes shall be

a) addressed to the Company at the following address:

Elsamex Maintenance Services Limited
25th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat 382355,

and

b) bear the following identification on **Outer Single Envelope**:

"**Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning and Horticulture Works**" –*(Project Name :-* _____*)*

DO NOT OPEN ON OR BEFORE 1500 Hrs IST March 12, 2021

19.3 In addition to the identification required in Sub Clause 19.2, 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 Clause 21.

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

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

20.1 Completed Bids must be received by the Company at the address specified above no later than **1500 Hrs IST on March 12, 2021.** In the event of the specified date for the submission of Bids being declared a holiday for the Company, the Bids will be received up to the appointed time on the next working day.

20.2 The Company may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Company and the Bidders previously subject to the original deadline will then be subject to the new deadline.

21. **Late Submission of Bids**

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

22. **Modification and Withdrawal of Bids**

22.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

22.3 No Bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity specified in Clause 15.1 or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

22.5 Bidders may offer discount or modify the prices of their Bids only by submitting Bid modifications in accordance with this clause or included in the original Bid submission.

E: BID OPENING and EVALUATION

23. **Bid Opening**

23.1 The Company will open all Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at the time, date and place specified in Clause 20. In the event of the specified date of Bid opening being declared a holiday for the Company, the Bids will be opened at the appointed time and place on the next working day.

23.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. Subsequently all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail.

23.3 The Company will open the outer envelope of all the bids received for the project (except those received late). Subsequently, **Envelope (I)** marked containing **Bid security and qualification information** as per Sub Clause 12.1 (a) and (b) shall be opened for all the Bidders.

23.4 On confirming the Bid security, **Envelope (II)** marked containing **the Form of Bid and priced Bill of Quantities** as per Sub Clause 12.1 (c) and (d) shall be opened for all the Bidders. The Bidder's names, the Bid prices, the total amount of the Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid security, and such other details as the Company may consider appropriate, will be announced by the Company at the opening. Determination of the lowest Bidder shall be done after evaluation of the Bids as per terms of the Bid Document.

23.5 No bid shall be rejected at bid opening except for late bids pursuant to Clause 21 and conditional bids. Bids (and modifications) sent pursuant to Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned un-opened to Bidders.

24. **Process to be Confidential**

24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

25. **Clarification of Bids**

25.1 To assist in the examination, evaluation, and comparison of Bids, the Company may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of all the unit rates. The request for clarification and the response shall be in writing or by cable, but 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 Company in the evaluation of the Bids in accordance with Clause 27. In case any Bidder refuses to furnish any clarification sought by the Company, which may affect his Bid Price, then his bid shall be liable to be treated as non-responsive.

25.2 Subject to Sub Clause 25.1, no Bidder shall contact the Company /its representatives on any matter relating to the Bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Company, he shall do so in writing.

25.3 Any effort by the Bidder to influence the Company in the Company's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder’s Bid.

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

26.1 During the detailed evaluation of Bids, the Company will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4, (b) has been properly signed; (c) is accompanied by the required securities, and (d) is substantially responsive to the requirements of the Bidding documents.

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

26.3 If a Bid is not substantially responsive, it will be rejected by the Company, and shall not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. **Correction of Errors**

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

a. where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
c. in case different rates are furnished in different sections of the Bill of Quantities for the same item, then the lowest rate for the item shall prevail for all the places where the item is appearing.

27.2 The amount stated in the Bid will be corrected by the Company in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Bidder. Such adjusted Bid Price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security may be forfeited in accordance with Sub Clause 16.6 (b).

28. Evaluation and Comparison of Bids

28.1 The Company will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.

28.2 In evaluating the Bids, the Company will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
a. making any correction for errors pursuant to Clause 27; or
b. making an appropriate adjustment for any other acceptable variations, deviations; and
c. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 22.5.

28.3 The Company reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Company shall not be taken into account in Bid evaluation.

28.4 Deleted

28.5 If the Bid of the successful Bidder is unbalanced in relation to the Company's estimate of the cost of work to be performed under the Contract, the Company may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed.

F: AWARD OF CONTRACT

29. **Award Criteria**

29.1 Subject to Clause 30, the Company will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

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

30.1 Notwithstanding Clause 29, the Company reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

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

31.1 The Bidder who’s Bid has been accepted will be notified of the award by the Company prior to expiration of the Bid validity period by cable, telex or facsimile, and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Company will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

31.2 The notification of award through the ***Letter of Acceptance*** will signify the intention of the Company to enter into a contract, subject to the furnishing of a Performance Security by the Bidder in accordance with the provisions of Clause 32.

31.3 The Agreement will incorporate all clarifications sought and submitted, and all agreements between the Company and the successful Bidder. It will be signed by the Company and kept ready in his office for signatures of the successful Bidder within 14 days following the issue of the Letter of Acceptance.

31.4 Upon Signing of Contract by the successful Bidder, the Company will promptly notify the other Bidders that their Bids have been unsuccessful and refund their bid security.

32. **Performance Security and Tender conditions**

32.1 Within ***7 days of receipt of the Letter of Acceptance***, the successful Bidder shall deliver to the Company a Performance Security in the form of an unconditional ***Bank Guarantee for an Amount Equivalent to One Month of Service Fee***, in accordance with Clause 28.5 of ITB. The Bank Guarantee, in the prescribed format, is acceptable from the following institutions located in India:

a. State Bank of India or its subsidiaries;

b. Any Indian Nationalized /Scheduled Bank;

c. IDBI Bank or Axis Bank or ICICI Bank or HDFC Bank or Yes Bank; or

d. Foreign Bank with operations in India provided the net worth in respect of the Indian operations shall not be less than Rs 500 crores as per the latest Annual Report of the Bank and that Bank Guarantee

32.2 Deleted

32.3 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation, cause for annulment of the award, forfeiture of the Bid Security, Performance Bank Guarantee and any such other remedy the Company may take under the Contract, and the Company may resort to awarding the Contract to any other evaluated Bidder.

33. **Advance Payment**

33.1 Deleted

34. **Corrupt or Fraudulent Practices**

34.1 The Company requires that the Bidders/Contractors, observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, the Company:

a) defines, for the purposes of this provision, the terms set forth below:

i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Company/its representatives in the procurement process or in contract execution;

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid Prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition;

iii. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the Contract.

b) will reject a proposal for award if the Company determines that the Bidder recommended for award has engaged in corrupt, fraudulent or coercive practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, if the Company at any time determines that the firm has engaged in corrupt, fraudulent or coercive practices in competing for, or in executing, contracts.