

# **Surat Smart City Development Ltd.**

## **BIDDING DOCUMENT**

for the

**(Following single stage two envelope bidding procedure)**

### **Section 1 to 5 (Part I) – Technical Bid**

**Work for 24 x 7 Water Supply System under Smart City Mission in 07 (Seven) T.P. Schemes area of East and South East Zone of Surat Municipal Corporation including Refurbishment of existing network in part area of TP Scheme No. 53 (Magob Dumbhal), TP Scheme No. 64 (Magob-Dumbhal), TP Scheme No. 19 (Parvat-Magob) including all work of Mechanical, Electrical, SCADA, Household connections, consumer water meter fittings and work including Management of 24x7 Water Supply in SMART CITY for a period of 10 years**

**Issued on:**

**Invitation for Bids No.:**

**Employer:** Surat Smart City Development Ltd

**State:** Gujarat

**Country:** India

## Notice Inviting Tender

Tender Notice No.	GM(Water-Energy)/SSCDL/HYD/ABD(1-A)/02/2016-17	
Organization Name	Surat Smart City Development Ltd.	
Department Name	Hydraulic Department, Surat Municipal Corporation	
Name of Work	Work for 24 x 7 Water Supply System under Smart City Mission in 07 (Seven) T.P. Schemes area of East and South East Zone of Surat Municipal Corporation including Refurbishment of existing network in part area of TP Scheme No. 53 (Magob-Dumbhal), TP Scheme No. 64 (Magob-Dumbhal), TP Scheme No. 19 (Parvat-Magob) including all work of Mechanical, Electrical, SCADA, Household connections, consumer water meter fittings and work including Management of 24x7 Water Supply in SMART CITY for a period of 10 years.	
Tender Type	Percentage Rate Tender	
Bidder Nationality	NCB	
Type of Contract	Single Work	
Bidding Currency	Single- Indian National Rupees.	
Joint Venture	Not Allowed	
Schedule of E-Tender	Downloading of Tender Documents	<b>1/03/2015 to 15/03/2017</b> up to 17:00 hrs.
	Pre-Bid Meeting date & Time	Querries to be submitted to the address mentioned in bid documents before 8/03/2017
	Last date of online submission of Tender documents (Technical Bid duly filled & duly signed forms and Price Bid)	On or before 15/03/2017 upto 17:00 hrs
	Submission of PQ supporting documents mentioned in Technical bid, Tender fee, EMD & Addenda-Corrigendum if any in Hard copy. (Physical Submission only)	On or before 23/03/2017 up to 17:00 Hrs. at the office of "Chief Accountant, Surat Municipal Corporation, Muglisara, by Speed Post/RPAD only." In sealed cover duly super scribed with name of work and tender notice no
	Opening of Technical Bid (Online) & PQ documents submitted physically	
	Opening of Price Bid (Online)	INTIMATED LATER (ON LINE)
	Bid validity period	120 days from the date of opening of price bid.
	Project Duration	24 months including monsoon for Design and Construction + 120 months for Operation and Maintenance

Payment Details	Document Fee	Rs.18,000/- In form of Account Payee Demand Draft payable in favor of The Commissioner, Surat Municipal Corporation payable at Surat with bid submission.
	EMD (BID SECURITY)	Rs. 1,23,50,000.00 (Rs 123.50 lacs only) The tenderer shall pay Earnest Money Deposit <b>50% in the form of Bank Guarantee</b> from the Nationalized Bank and <b>50% in the form of FDR or DD</b> issued in favour of Commissioner, Surat Municipal Corporation, Surat through Nationalized Bank only payable at Surat.
	Estimated Value	Rs. 1,23,38,93,113.41
General Terms & Conditions	<p>Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per information Technology Act.2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution. Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD details online. The Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender. The intending bidders shall have to submit the following documents along with the EMD (BID SECURITY).</p> <p><b>DOWNLOAD OF TENDER DOCUMENT :</b> The tender document for these work are available only in Electronic format which can be downloaded free of cost by the bidder.</p> <p><b>SUBMISSION OF TENDER :</b> Bidder shall submit their offer in electronic format on above mentioned website on or before the scheduled date and time as mentioned. No Price bid in physical form will be accepted and any such offer if received by SURAT MUNICIPAL CORPORATION/Surat Smart City Ltd will be out rightly rejected. Bidders need not submit Technical Bid in Hard Copy except P.Q. documents (i.e Eligibility and Qualification Submission specified in Tender.) in physical form at this stage .Bidder shall have to submit separate account payee DD for Tender Fee &amp; BG for EMD drawn in favor of Commissioner, Surat Municipal Corporation, Surat.</p>	
	<p><b>OPENING OF TENDER:-</b> The Tender Bids will be opened on the specified date &amp; venue. Bidders who wish to remain present at Surat Municipal Corporation, Chief Fire officer's office, at the time of tender</p>	

	opening can do so. Only one representative of each firm will be allowed to remain present.
Information for online participation	<ol style="list-style-type: none"> <li>1. Internet site address for e-Tendering activities will be <a href="https://smc.nprocure.com">https://smc.nprocure.com</a></li> <li>2. Interested bidders can view detailed tender notice and download tender document from the above mentioned website.</li> <li>3. Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id &amp; password on the own in registration process.</li> <li>4. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact  M/s (n)code solution  301, G.N.F.C. Info Tower,  Near Grant Bhagwati Hotel,  Ahmedabad 380 015 INDIA  Tel: +91 79 26857316  Tel: +91 79 26857317  Tel: +91 79 26857318  e-Mail:URL: <a href="https://smc.nprocure.com">https://smc.nprocure.com</a></li> <li>5. Bidders who wish to participate in e-Tender need to fill/upload data in predefined forms.</li> <li>6. Bidder should upload scan copies of reference documents in support of their eligibility of the bid.</li> <li>7. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder can also submit Document Fees, EMD, Volume-1,2 of tender document &amp; Reference Documents in hard copy if such instructions may be given by tendering authority.</li> </ol>

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## **Section 1 - Instructions to Bidders**

## Section 1 - Instructions to Bidders

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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## Section 1 - Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of the Competitive Bidding (TENDER) are provided in the BDS.
  - 1.2 Throughout this Bidding Document:
    - (a) the term "in writing" means communicated in written form 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.
- 2. Source of Funds**
  - 2.1 The Employer indicated in the BDS has formed a company Surat Smart City Development Limited through which they intend to develop and implement projects for providing best quality infrastructure leveraging state of the art technology for making Surat a futuristic Global City. Funds for the project will be available through a share of SMC, State Govt and Central Govt funding.
  - 2.2 Not used
- 3. Fraud and Corruption**
  - 3.1 . In pursuance of anticorruption policy, Employer:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
      - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
      - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
      - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
      - (v) Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice.
      - (vi) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an EMPLOYER investigation; (b) making false statements to investigators in order to materially impede an Employer investigation; (c) failing to comply with requests to provide information, documents or records in connection with an

OAI investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding Employer's contractual rights of audit or access to information.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) Not Used

(d) will have the right to require that a provision be included in bidding documents and in contracts funded by Employer, requiring Bidders, suppliers and contractors to permit Employer or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by Employer.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 1.15 and 15.6 of the Conditions of Contract.

#### **4. Eligible Bidders**

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 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 be in a conflict of interest with one or more parties in the bidding process if including but not limited to:

(a) they have controlling shareholders 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 material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

- (f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.

4.4 A firm shall not be eligible to participate in any procurement activities under an EMPLOYER-funded or EMPLOYER-supported project.

4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and that they (iii) are not a dependent agency of the Employer.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.7 Not Used.

4.8 Not Used

**5. Eligible Materials, Equipment and Services**

5.1 Not Used.

5.2 Not Used

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The Bidding Document consist of Parts I in Volume 1 & Volume 2, and II, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART I Bidding Procedures**

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Evaluation and Qualification Criteria (EQC)

Section 4 - Bidding Forms (BDF)

Section 5 - Eligible Countries (ELC)

**PART I Requirements**

Section 6 - Employer's Requirements (ERQ) (Vol-1)

Section 6 - Employer's Requirements (ERQ) (Vol-2)

**PART I Conditions of Contract and Contract Forms**

Section 7 - General Conditions of Contract (GCC)

Section 8 - Particular Conditions of Contract (PCC)

Section 9 - Contract Forms (COF)

**PART II Price Bid**

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 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.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.**
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer 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 Employer 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.
- 7.4 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.**
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.**
- 7.6 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 Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

### **C. Preparation of Bids**

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
  - (b) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
  - (c) alternative bids, if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
  - (f) Technical Proposal in accordance with ITB 16;
  - (g) Any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
  - (b) completed Price Schedules, in accordance with ITB 12 and 14;
  - (c) alternative price bids, at Bidder's option and if permissible, in accordance with ITB 13;
  - (d) Any other document required in the BDS.

- 12. Letters of Bid, and Schedules**
- 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices in 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 Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being 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 14.4, provided the bids for all contracts are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor 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..

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

15.1 The unit rates and the prices shall be quoted by the bidder entirely in the currency specified in the BDS.

15.2 Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).

15.3 Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country and wishing to be paid accordingly may indicate up to three foreign currencies in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).

15.4 Not Applicable.

15.5 Foreign currency requirements indicated by the bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for

- (a) expatriate staff and labor employed directly on the Works;
- (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
- (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
- (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
- (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

15.6 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to ITB 15.3 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.

15.7 Not Applicable

## **16. Documents Comprising the Technical Proposal**

16.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents Establishing the Qualifications of the Bidder**

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 35.

**18. Period of Validity of Bids**

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

**19. Bid Security/Bid Securing Declaration**

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.

19.2 A Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid Securing Declaration is executed.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee;
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any Bid not accompanied by a substantially compliant bid security or bid securing declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the



successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 41; or
  - (ii) furnish a performance security in accordance with ITB 42;
  - (iii) accept the arithmetical correction of its Bid in accordance with ITB 33; or
  - (iv) furnish a domestic preference security, if so required.

19.8 The Bid Security or Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted, the Bid Security or Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

**Not Applicable**

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

## 21. Sealing and Marking of Bids

21.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the

others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and 21.5.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.;

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB Sub-Clause 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB Sub-Clause 25.7.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

## **22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **23. Late Bids**

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## **24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer no later than the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

## **25. Bid Opening**

- 25.1 The Employer shall open the Technical Bids in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 25.2 First, envelopes marked "WITHDRAWAL" 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.
- 25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB Sub-Clause 25.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 25.1.
- 25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a Bid Security or Bid Securing Declaration, if required; and
  - (d) any other details as the Employer may consider appropriate.
- Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 23.1.

- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid Prices, including any discounts and alternative offers; and
  - (d) any other details as the Employer may consider appropriate.
- Only Price Bids discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Bill of Quantities are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Price Bids.
- 25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

### **26. Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.

- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 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.
- 29. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) Bid Security or Bid Securing Declaration, if applicable; and
  - (d) Technical Proposal in accordance with ITB 16.
- 30. Responsiveness of Technical Bid**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 30.2 A substantially responsive Technical 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 Employer'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.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation or reservation.

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

### **31. Nonmaterial Nonconformities**

31.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the Bid that do not constitute a material deviation, reservation or omission.

31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall 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 method indicated in Section 3 (Evaluation and Qualification Criteria).

### **32. Qualification of the Bidder**

32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

### **33. Correction of Arithmetical Errors**

33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

(a) 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 Employer 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;

(c) if there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will

prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and

- (d) 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), (b) and (c) above.

33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.

**34. Conversion to Single Currency**

34.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.

**35. Margin of Preference**

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

**36. Evaluation of Price Bids**

36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

36.2 To evaluate the Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Day work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (e) adjustment for nonconformities in accordance with ITB 31.3;
- (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);

36.3 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.

36.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

36.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

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| <b>37. Comparison of Bids</b>  | 37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.   |
| <b>38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 38.1 The Employer 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. |

### **F. Award of Contract**

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|----------------------------------|--|
| <b>39. Award Criteria</b>        | 39.1 The Employer 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.  |
| <b>40. Notification of Award</b> | <p>40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will publish in an English language newspaper or well-known freely accessible website 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. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.</p> <p>40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> |
| <b>41. Signing of Contract</b>   | <p>41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.</p> <p>41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p>  |
| <b>42. Performance Security</b>  | <p>42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.</p> <p>42.2 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 or execution of the bid securing declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.</p> <p>42.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.</p>  |



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**Section 2**

**Bid Data Sheet**

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## Section 2 - Bid Data Sheet

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1, Instructions to Bidders.

### A. General

ITB 1.1	The number of the invitation for the Bid is: GM(Water-Energy)/SSCDL/HYD/ABD(1-A)/02/2016-17
ITB 1.1	<b>The Employer is:</b> Surat Smart City Development Ltd.
ITB 1.1	<p><b>The name of the Bid is:</b>  <b>Selection of Contractor for</b>            Work for 24 x 7 Water Supply System under Smart City Mission in 07 (Seven) T.P. Schemes area of East and South East Zone of Surat Municipal Corporation including Refurbishment of existing network in part area of TP Scheme No. 53 (Magob-Dumbhal), TP Scheme No. 64 (Magob-Dumbhal), TP Scheme No. 19 (Parvat-Magob) including all work of Mechanical, Electrical, SCADA, Household connections, consumer water meter fittings and work including Management of 24x7 Water Supply in SMART CITY for a period of 10 years.</p> <p><b>The Identification number of the Bid is:</b>            GM(Water-Energy)/SSCDL/HYD/ABD(1-A)/02/2016-17</p>
ITB 2.1	<b>Surat Smart City Development Ltd</b>
ITB 2.1	<b>Not Used</b>
ITB 4.1	<p>(i) JV is allowed ( Maximum Three including lead member)</p> <p>(ii) Lead member shall have holding majority of 51% or more and other member shall have minimum 25% holding)</p> <p style="text-align: center;"><b>Not Applicable</b></p>

## B. Contents of Bidding Documents

<b>ITB 6.1</b>	Add the following at the end of ITB 6.1 Section 6 – Vol-1 is Technical Bid and Scope of Work Section 6 – Vol 2 is Detailed Technical Specifications
<b>ITB 6.3</b>	The Bidding Document, its addenda and other documents and information arising out of or related to the requirements of the Bidding Document will be posted on SMC's tendering website (smc.nprocure.com)
<b>ITB 6.4</b>	<b>Not applicable</b>
<b>ITB 7.1</b>	For clarification purpose only,  The Employer's address is:  Hydraulic Engineer Surat Municipal Corporation Surat Email:exen.hydraulic@suratmunicipal.org
<b>ITB 7.4</b>	A pre-bid meeting shall take place at the following date, time, and location:  <b>N/A</b>
<b>ITB 8.2</b>	Add the following at end of ITB 8.2:  Clarification to Bidder's queries and amendment will be notified either through writing / e-mail or posting on web site smc.nprocure.com in e-tendering process, it is not possible to have correspondence in writing with the bidders who have downloaded the bid documents; Bidders are informed to check the portal at regular intervals for any such amendments to the Bid document. Employer will not be responsible, if bidder did not download the addendum from the website.

### C. Preparation of Bids

<b>ITB 10.1</b>	The language of the bid is: <b>English</b>
<b>ITB 11</b>	<p><b>Replace sub clause 11.2 entirely with following:</b></p> <p>Technical bid shall be submitted electronically and shall comprise the following:</p> <p><b>Technical Bid - Bidder shall upload scanned copies of the following:</b></p> <ul style="list-style-type: none"> <li>• Letter of Technical Bid</li> <li>• Power of Attorney in original duly attested by Notary. In case of partnership firm / limited company / group of companies, a power of attorney for the person authorised to sign shall be issued by all the partners.</li> <li>• Bid document - Documentary proof for bid document cost paid for INR <b>18,000/-</b></li> <li>• EMD - Documentary proof of EMD/ Bid Security as per ITB 19 of ITB</li> <li>• Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;</li> <li>• Technical Proposal in accordance with ITB 16;</li> <li>• Signed Addendums</li> </ul> <p>The above documents are to be uploaded on the portal <a href="http://smc.nprocure.com">smc.nprocure.com</a> as part of the tender submission. The original shall be submitted in hard copies before date mentioned in notice inviting tender.</p>
<b>ITB 11</b>	<p><b>Add the following at end of ITB 11.3:-</b></p> <p>Price bid comprising scanned copies of letter of price bid and completed price schedule and others as applicable shall be submitted on line at the web site <a href="http://smc.nprocure.com">smc.nprocure.com</a>.</p>
<b>ITB 13.1</b>	Alternative bids shall not be permitted.
<b>ITB 13.2</b>	Alternative time for completion shall not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <b>None</b>

<b>ITB 14.2</b>	<p>This is a percentage rate tender. Bidders shall quote the percentage above/below the estimated cost put to tender.</p> <p>No further additions or discounts will be possible at time of bidding.</p> <p>The terms of payment under each item shall be given in the Detailed itemwise technical specifications in Section 6 – Vol 2</p>
<b>ITB 14.5</b>	The Price quoted by the bidder shall be subject to adjustment.
<b>ITB 14.7</b>	<p>Add the following at end of Sub ITB 14.7</p> <p><i>The bidders are informed that certain tax and duty exemptions are available as per the following GOI notifications:</i></p> <p>Excise Exemption as per Central Excise Notification no. 12/2012-CE dated 17-03-2012 issued &amp; updated by Government of India time to time is available on the materials like pipes, valves, specials, flow meter, instrument, etc. shall be availed under this project. Contractor shall be responsible to get the Exemption and liaison with concerned department. However, SMC shall assist Contractor to obtain certification towards Exemption of Excise Duties. The responsibility for obtaining any such exemptions from the Competent Authority will remain with the Contractor and the Employer shall not in any way be responsible for admissibility of the claims or eligibility of the Contractor.</p>
<b>ITB 15.1</b>	This being a percentage rate tender, the quoted percentage above/below shall apply of each item given in the price bid.
<b>ITB 15.4</b>	Not Applicable
<b>ITB 18.1</b>	The bid validity period shall be 120 (One hundred twenty) days.

<b>ITB 19.1</b>	Rs. 1,23,50,000.00 (Rs 123.50 lacs only) The tenderer shall pay Earnest Money Deposit <b>50% in the form of Bank Guarantee</b> from the Nationalized Bank and <b>50% in the form of FDR or DD</b> issued in favour of Commissioner, Surat Municipal Corporation, Surat through Nationalized Bank only payable at Surat.
<b>ITB 19.2</b>	Clause not applicable.
<b>ITB 19.3</b>	The validity of the Earnest Money Deposit shall be minimum upto 60 days beyond the validity of the bid.
<b>ITB 20.1</b>	In addition to original of the bid, number of copies is: NA
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of attorney</b>

### D. Submission and Opening of Bids

<b>ITB 21.1</b>	<p>Replace the paragraph with following:  The following details are to be submitted in Hard Copy on the dates mentioned in the Notice Inviting Tender :</p> <ol style="list-style-type: none"> <li>1.Letter of Submission</li> <li>2.Tender Fee.</li> <li>3. Earnest Money Deposit</li> <li>4.Contractors Registration Details.</li> <li>5.Bidding Forms along with necessary supporting documents as mentioned in the bidding forms.</li> <li>6.Blank (unfilled) Tender Documents and Addenda duly stamped and signed.</li> </ol> <p>The following details are to be submitted online :</p> <ol style="list-style-type: none"> <li>1.Scanned copies of the documents submitted in hard copy.</li> <li>2.Details of Tender Fee and EMD as may be required in the forms online.</li> <li>3.Price Bid</li> </ol>
<b>ITB 21.1 (b)</b>	Bid submission shall be electronically as mentioned in Notice Inviting Tender.
	Employer reserves the right to verify original copies of scanned documents uploaded by bidders. Employer may seek additional documentary evidence on their technical proposals, which the bidders shall provide either online using the e-Procurement or in manual form.
<b>ITB 22.1</b>	<p>Replace ITB 22.1 with the following:  For key dates of bid submission, please refer Notice inviting tender.</p>
<b>ITB 24.1</b>	A Bidder may withdraw his bid, However substitution and modification of bid shall not be permitted.

<b>ITB 25.1</b>	<p>Delete ITB 25.1, 25.2, 25.3, 25.4 and 25.5 and replace with the following:-</p> <ol style="list-style-type: none"> <li>1. Technical Bids shall be opened as mentioned in Notice Inviting Tender.</li> <li>2. Bid opening date specified in website shall be taken as the final date. Employer reserves the right to open bids on or after the announced bid opening date and time specified in Notice Inviting Tender.</li> </ol>
<b>ITB 25.10</b>	<p>Add the following at the end of ITB 25.10</p> <p>The Price bids of the technically responsive bidders will be opened electronically in the presence of authorized officials of Employer</p>



**E. Evaluation and Comparison of Bids**

<b>ITB 27.1</b>	Add the following at the end of ITB 27.1:- Communication during bid evaluation for the purpose of clarification will be done electronically / in writing
<b>ITB 34.1</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupee The source of the selling exchange rate shall be: Reserve Bank of India The date for the selling exchange rate shall be: 28 days prior to bid submission deadline.
<b>ITB 35.1</b>	A margin of preference shall not apply.

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## **Section 3**

### **Evaluation and Qualification Criteria**

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**Section 3 - Evaluation and Qualification Criteria**  
**- Without Prequalification -**

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 32 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

**Table of Criteria**

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1.2 Multiple Contracts .....2

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2.3.3 Financial Resources Requirement .....7

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2.4.2 Construction Experience in Key Activities.....9

**1. Evaluation**

In addition to the criteria listed in ITB 36.2 (a) – (e) the following criteria shall apply:

**1.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

Non-compliance with equipment and personnel requirements (other than mandatory experts manpower requirements) described in Section 6 (Employer's Requirements) shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award. However non compliance with mandatory experts Manpower described in Section6 result in to bid rejection.

**1.2 Multiple Contracts**

Not Applicable

**1.3 Completion Time**

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:  
NOT PERMITTED.

**1.4 Operating and Maintenance Costs:**

Shall be as per quoted value in price bid

**1.5 Technical Alternatives**

Technical alternatives , if permitted under ITB 13.4, will be evaluated as follows:  
NOT PERMITTED.

**1.6 Quantifiable Nonconformities, Errors and Omissions**

The evaluated cost of quantifiable nonconformities, errors and/or omissions are determined as follows:

Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

**1.7 Domestic Preference**

If a margin of preference shall apply under ITB 35.1, the procedure will be as follows:  
**Not applicable**

2. Qualification

Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder, and not the Bidder’s parent companies, subsidiaries or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
<b>2.1.1 Nationality</b>		
Nationality in accordance with ITB Sub-Clause 4.2.	must meet requirement	Forms ELI - 1; ELI - 2 with attachments
<b>2.1.2 Conflict of Interest</b>		
No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	Letter of Technical Bid
<b>2.1.3 Employer Eligibility</b>		
Not having been declared ineligible by EMPLOYER, as described in ITB Sub-Clause 4.4.	must meet requirement	Letter of Technical Bid
<b>2.1.4 Government-owned Entity</b>		
Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	Forms ELI - 1; ELI - 2 with attachments
<b>2.1.5 United Nations (UN) Eligibility</b>		
Not having been excluded by an act of compliance with UN Security Council resolution in accordance with ITB Sub-Clause 4.7.	not applicable	Not Applicable

2.2 Pending Litigation: Pending Litigation Criterion shall apply:

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements

2.2.1 Pending Litigation and Arbitration

The bidder shall not be blacklisted by any govt entity in India or abroad. Details of pending litigations and arbitration if any shall be provided.	must meet requirement by itself or as partner to past	Form LIT - 1
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2.3 Financial Requirements

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 7 years (FY 2009-10 to 2015-16 or as per International practice) to demonstrate the current soundness of the Bidder's financial position.	must meet requirement	Form FIN - 1 with attachments
Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be minimum INR 490 Million		
Bidding capacity – as per (A*N*2) – B		Fin 6 Affidavit

**2.3.2 Average Annual Construction Turnover**

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
Minimum average annual turnover of last seven years shall be INR 370 Million	must meet requirement	Form FIN – 2

Note: The present price level for turnover of the previous years' value shall be given weightage of 10% per year as follows:

Sr. No.	Financial Year	Weightage
(i)	2015-16	1.00
(ii)	2014-15	1.10
(iii)	2013-14	1.21
(iv)	2012-13	1.33
(v)	2011-12	1.46
(vi)	2010-11	1.61
(vii)	2009-10	1.77



2.3.3 Financial Resources Requirement

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
Using Forms FIN – 3 and FIN - 4 in Section 4 (Bidding Forms), the Bidder must demonstrate access to, or availability of, liquid assets, <sup>1</sup> lines of credit, or other financial resources (other than any contractual advance payments) to meet the Bidder’s financial resources requirement indicated in Form FIN-4.	must meet requirement	Form FIN – 3 & FIN – 4

1 Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for- sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.

2.4 Construction Experience

Bidder or Bidder's Parent Companies, Subsidiaries, Special Purpose Vehicle (SPV) or Affiliates, must satisfy the qualification criteria described below:

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
1.Participation in at least (i) one contract in water supply distribution network where the value of the completed or substantially completed* work exceeds INR 990 Million or Two contract in water supply sector where the value of the each completed or substantially completed work exceeds INR 610 Million of Project cost or three contracts in water supply sector where the value of the each completed or substantially completed work exceeds INR 490 million of Project cost, within the last 7 years (from 1 April 2010 to date)	must meet requirement	Form EXP - 1

\* substantially completed means (i) the contractor has completed the works but could not commission the same because of hindrances beyond the control of contractor or (ii) contractor has completed and commissioned the works atleast for the amount required for qualification, out of large size contract.

Note: 1. Experience of the bidder earned by him as the JV partner or subsidiary or SPV will be considered only if bidder was holding majority (51% or more) share in JV or in subsidiary or in SPV.

Not Applicable

2.For present price level of cost of completed and commissioned works, the previous year value shall be given weightage of 10% per year as follows:

S. No	Financial Year*	Weight age
(i)	2015-16	1.00
(ii)	2014-15	1.10
(iii)	2013-14	1.21
(iv)	2012-13	1.33
(v)	2011-12	1.46
(vi)	2010-11	1.61
(vii)	2009-10	1.77
(viii)	2008-09	1.95

\*Financial Year 2008-09 means 1 April 2008 to 31 March 2009

2.4.2 Construction Experience in Key Activities

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:	must meet requirements	Form EXP - 2
Experience in Water Consumer meter replacement or installation for atleast 3200 numbers in a single order		
Experience in Construction Commissioning single or multiple DMAs and covering minimum 3200 numbers water connections with successful NRW reduction to 30% or less		
Successful experience of <b>conversion</b> and or O&M of 24x7 water supply for minimum 3200 connections with in the Project area.		
Experience in Construction Commissioning and <b>O&amp;M</b> for a period of minimum three years of distribution network of 40 km length in a city		
Experience in replacement or installing new House service connection of minimum 3200 numbers		
Experience in Instrumentation and <b>SCADA</b> installation & operation in water sector including flow pressure, water quality etc.		

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## **Section4 – Bidding Forms**

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## Section 4 - Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

### Table of Forms

<b>Letter of Technical Bid .....</b>	<b>2</b>
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<b>Technical Proposal .....</b>	<b>6</b>
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<b>Form FIN - 1: Historical Financial Performance .....</b>	<b>17</b>
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<b>Form FIN – 3: Availability of Financial Resources.....</b>	<b>20</b>
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<b>Form FIN -5: Sample Form for assured Revolving line of credit facility.....</b>	<b>22</b>
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<b>TECH 1: Draft format for Undertaking on Rescind/ Terminated contracts .....</b>	<b>26</b>
<b>TECH 2: DRAFT FORMAT FOR UNDERTAKING ON PARENT COMPANY GUARANTEE .....</b>	<b>27</b>
<b>TECH 3: DRAFT FORMAT FOR UNDERTAKING ON SUBSIDIARY COMPANY GUARANTEE .....</b>	<b>29</b>
<b>TECH 4: Undertaking of no Deviations .....</b>	<b>31</b>
<b>TECH 5: Undertaking for deployment of Personnel and Equipment as per Contract Requirement</b>	<b>32</b>
<b>TECH 6: Draft format for Memorandum of Agreement (MOA) between Bidder and Sub-contractor for the work of -----{(name of key activity(ies))} -----.....</b>	<b>33</b>
<b>TECH 8: Draft Format for Memorandum of Understanding for JOINT VENTURE - N.A. ....</b>	<b>34</b>

## Letter of Technical Bid

Date:

TENDER 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) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 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;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier];
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (f) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 4.3(e).
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by Employer, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (h) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5; \*
- (i) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Employer.
- (j) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

- (k) In case we are determined as substantially responsive and lowest evaluated bidder, we undertake to form a company under Companies Act 2013 within 60 days time of receipt of letter of acceptance (applicable for JV bidder only)

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

.....

- 
- \* Use one of the two options as appropriate.

## Letter of Price Bid

Date: .....  
Tender 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) 8;
- (b) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for 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 120 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 Documents;
- (g) 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
.....	.....	.....	.....
.....	.....	.....	.....

- (h) 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; and
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Employer.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

---

\* If none has been paid or is to be paid, indicate "none".



## **Bid Security**

Format of Bank Guarantee

## **Technical Proposal**

**Personnel**

**Equipment**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Others**

**Personnel****Form PER – 1: Proposed Personal**

Bidder shall provide the details of the proposed personnel and their experience records in the relevant Information Forms 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
etc.	Title of position*
	Name

\*As listed in Section 6 (Employer's Requirements).

**Form PER – 2: Resume of Proposed Personnel**

The Bidder shall provide all the information requested below.

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

## Equipment

### Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<b>Item of Equipment</b>		
<b>Equipment Information</b>	Name of manufacturer	Model and power rating
	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	

Omit the following information for equipment owned by the Bidder.

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

**Site Organization**

1. The Bidder shall supply a table of personnel and a chart showing the proposed organization to be established for (i) carrying out the construction works during all phases of works like mobilization; DMA Establishment works, preparation of Service Improvement Plan; design & construction period (Implementation period) and operation and maintenance period separately.

### **Method Statement**

1. The project is for Selection of Agency for – (Name of work as per Notice Inviting Tender)

The Employer's indicative guidelines on Methodology is given in the Employer's Requirement which may be followed.

2. The bidder is required to submit Approach and Method Statement for carrying out work of Continuous (24x7) Pressurised Water Supply alongwith the technical bid. The bidder's approach and method statement shall be in line with the overall principle of the Employer. The Service Improvement Plan (SIP) for Distribution Network Improvement (DNI) shall be compatible with these concepts. The instrumentation capable of transferring the real time data to the SCADA system shall include the parameters of performance evaluation of the contractor during the operation, maintenance and service delivery. The bidder's methodology shall also spell out how the NRW and real losses will be measured within service area which starts from Service Reservoir and ends at the consumers in all zones / DMAs.
3. The activities for methodology shall also include following:
  - (i) Surveys or confirmatory surveys (as applicable) including topographic, geotechnical, underground utility surveys etc
  - (ii) Door to door consumer surveys and mapping of all properties showing water consumers
  - (iii) Review, verifications and preparation of designs;
  - (iv) Preparation of SIP, including phasing of works, cost effective value Engineering and drawings
  - (v) Approval of SIP (may be in phases)
  - (vi) Implementation schedule along with methodology as per scope of works:
  - (vii) Operation and maintenance Services:
  - (viii) Customer services;
  - (ix) Safeguard activities;

**Work plan:**

1. The Contractors will submit detailed work plan as part of Technical proposal covering all sections of work to achieve sectional and full work key milestones as shown in Employer's Requirement

**Mobilization Schedule**

2. The Bidder shall submit mobilization and de-mobilization schedule of personnel and equipments in detail for all phases of works. The mobilization schedule should include mobilization of skilled and unskilled manpower, different machineries and equipment, materials, as required in each Phase.

**Construction Schedule**

3. The Bidder shall prepare and submit overall construction schedule. The construction schedule shall be designed and documented in a series of tasks and task assignments complete with projected completion target dates with the aid of computer operated management software like Microsoft project office, Primavera or latest by using Gantt charts and PERT diagrams to allow all actors to know their contribution towards fulfilling the Employer's Requirement.



## **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of JV, legal name of each partner</b>	<b>Not Applicable</b>
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</li> <li><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</li> <li><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</li> </ul>	

**Form ELI - 2: JV Information Sheet - NOT APPLICABLE**

Each member of a JV and Specialist Subcontractor must fill in this form

<b>JV / Specialist Subcontractor Information</b>	
<b>Bidder's legal name</b>	
JV Partner's or Specialist Subcontractor's legal name	
JV Partner's or Specialist Subcontractor's country of constitution	
JV Partner's or Specialist Subcontractor's year of constitution	
JV Partner's or Specialist Subcontractor's legal address in country of constitution	
JV Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</li> <li><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</li> </ul>	

Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes which cannot be provided by the main Contractor.

**Form LIT –1: Pending Litigation and Arbitration**

Each Bidder must fill in this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria).

Year	Name of Client	Status of Litigation/Arbitration/Blacklisting

# **Form FIN - 1: Historical Financial Performance**

Each Bidder must fill in this form

<b>Financial Data for Previous 6 Years [INR Equivalent]</b>		
<b>Year 1: 2015-16</b>	<b>Year 2: 2014-15</b>	<b>Year3: 2013-14</b>

## **Information from Balance Sheet**

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			

## **Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			
<b>Return on investment (ratio of annual profit before taxes and the net worth of previous year)</b>			

<b>Financial Data for Previous 6 Years [INR Equivalent]</b>		
<b>Year 4: 2012-13</b>	<b>Year 5: 2011-12</b>	<b>Year 6: 2010-11</b>

## **Information from Balance Sheet**

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			
<b>Return on investment (ratio of annual profit before taxes and the net worth of previous year)</b>			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 6 years, as indicated above, complying with the following conditions.
- all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
  - Historic financial statements must be audited by a chartered accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN - 2: Average Annual Turnover**

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to INR at the rate of exchange at the end of the period reported.

Annual Turnover Data for the Last 3 Years			
Year	Amount Currency	Exchange Rate	INR Equivalent
Average Annual Turnover			

### Form FIN – 3: Availability of Financial Resources

Specify proposed sources of financing, such as liquid assets,<sup>1</sup> lines of credit, and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form Fin-4.

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

- 1 *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale- securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.*

Note:

- *The bidder shall provide supporting documents like letter from the Banks for the revolving line of credit facility etc specific to the project(in format FIN 5) if applicable for its declared availability of financial resources.*
- *Bidder shall provide details on available credit facility from each source of financing after utilizing to the commitments*



**Form FIN- 4: Financial Resources Requirement**

Bidder should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's 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 and (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

<b>Financial Resources Requirement</b>						
<b>No .</b>	<b>Name of Contract</b>	<b>Employer's Contact (Address, Tel, Fax)</b>	<b>Contract Completion Date</b>	<b>Remaining Contract Period in months (A)<sup>1</sup></b>	<b>Outstanding Contract Value (B)<sup>2</sup></b>	<b>Monthly Financial Resources Requirement (B / A)</b>
1						
2						
3						
4						
A. Cumulative Financial Resources Requirement for Current Contract Commitments <sup>3</sup>						INR.....
B. Financial Resources Requirement for Subject Contract (Employer to specify)*						INR ..... million
Financial Resources Requirement (Sum of A and B)						INR.....

- 1 Remaining contract period to be calculated from 28 days prior to bid submission deadline.
- 2 Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.
- 3 Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:

Estimated Contract Value (Inclusive of Taxes and Duties)  
Completion Period in Months

\*Employer should specify financial resources requirement for the subject contract based on the following calculation:  $3 \times \text{Estimated Contract Value (Inclusive of Taxes and Duties)} / \text{Completion Period in Months}$

**Form FIN -5: Sample Form for assured Revolving line of credit facility**

(To be submitted by a Reputed Bank on the Bank's Letterhead)

**Date:** *(Insert Date)*

**To:**  
**The City Engineer,**  
**Surat Municipal Corporation**  
**Surat**  
**Gujarat**  
**India)**

**Subject: Letter of Assurance for Revolving line of credit facility for INR ----**

Dear Sir,

---

**WHEREAS** \_\_\_\_\_ *[name and address of Bidder]*  
(hereinafter called the "Bidder") intends to submit a bid for----- (name of contract package) -----" under the Surat Municipal Corporation (SMC) (hereinafter called the "Employer") in response to the Invitation for Bids issued by the SMC through TENDER no. -----; and

**WHEREAS** the Bidder has requested that an assured revolving line of credit be provided to it for executing the ----- (name of contract package) -----In the event that the Contract is awarded to it; then

**KNOW ALL THESE PEOPLE** by these presents that We \_\_\_\_\_ *[name of Bank]* of \_\_\_\_\_ *[name of Country]* having our registered office at \_\_\_\_\_ *[address of registered office]* are willing to provide to \_\_\_\_\_ (the Bidder) a sum of up to \_\_\_\_\_ *[amount of guarantee in figures and words]* as an assured revolving line of credit for executing the Works under --  
----- (name of contract package) -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

**SEALED** with the Common Seal of the said Bank on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Date: \_\_\_\_\_ Signature of the Bank: \_\_\_\_\_

Witness: \_\_\_\_\_ Seal: \_\_\_\_\_

[Signature, name and address]

---

**Note:** This is a suggested format that can be used by the bidders and not a mandatory requirement to be used against the bidder during evaluation.

### Form FIN -6: Available Bidding capacity Information and declaration

(To be submitted by bidder through affidavit as explained)

The bidder should have a minimum available bidding capacity of 100 % of the ECV

The available bidding capacity shall be worked out by the following formula

$$\text{Bidding Capacity} = (A * N^2) - B$$

where,

A= Maximum value of construction works executed in any one year during the last seven financial years i.e. 20XX-XX, 20XX-XX, 20XX-XX, 20XX-XX, 20XX-XX, 20XX-XX and 20XX-XX taking into account the completed as well as works in progress (updated to the current price level), rate of inflation has been taken as 10% per year).

N = Number of years prescribed for completion of works for which bids has been invited).

B= Value at current price level of existing commitments and ongoing works to be completed during the next XX years (period of completion of work for which bids have been invited). Bidders will give a calculation for the same.

Bidders should also submit an affidavit on non judicial stamp paper of Rs. 100/- in original confirming that the details of all such works have been provided either being executed in their name within India or abroad. In case of any concealment of information, the bidder's bid will be rejected. Please note that the affidavit as mentioned above should be duly notarized and submitted along with the bid.

(Note:- Specify the years for which the value of construction works is to be checked. For bids announced in Q1 or Q2 of a financial year, data for penultimate financial year and its 6 preceding financial years will be demanded. For bids announced in Q3 or Q4 of a financial year, data for 7 preceding financial years will be demanded. Example: if a bid is announced in Oct-2015, then data for FY 2014-15, 2013-14, 2012-13, 2011-12, 2010-11, 2009-10 and 2008-09 will be demanded. And, if a bid is announced in May 2015, then data for FY 2013-14, 2012-13, 2011-12, 2010-11 and 2009-10, 2008-09 and 2007-08, will be demanded)

Example:

1. For calculating "A" – let's assume the maximum value of construction turnover in last 7 financial years is Rs. 100cr in FY 2009-10. Then taking 10% as given inflation rate, the present value of the maximum construction turnover in FY 2010-11 shall be Rs 110cr  $[=100*(1+10\%)]$ .
2. For "N", let's assume the current project duration to be 2 years.
3. For "B", let's assume that value for existing commitments and ongoing work in 2010-11 and 2011-12 be Rs. 100 cr and Rs. 200 cr. respectively. Then taking 10% as given discount rate, the current price level of existing commitments and ongoing works shall be Rs. 282 cr.  $[= \{100/(1+10\%)^0\} + \{200/(1+10\%)^1\}]$ .

$$\begin{aligned}\text{Bidding Capacity} &= (A * N^2) - B \\ &= (110 * 2^2) - 282 = \text{Rs. 158 cr.}\end{aligned}$$

**Form EXP – 1: Contracts of Similar Size and Nature**

Fill up one (1) form per contract.

<b>Contract of Similar Size and Nature</b>		
<b>Contract No. . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>		<b>Completion Date</b>
<b>Total Contract Amount</b>	<b>Equivalent INR -----</b>	
<b>If partner in a JV or subcontractor, specify participation of total contract amount - Not applicable</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name Address Telephone/Fax Number E-mail</b>		
<b>Description of the similarity in accordance with Criteria 2.4.1 of Section 3</b>		
Reference page No. of copy of work order completion certificate in support of above experience:		

**Form EXP - 2: Construction Experience in Key Activities during last 7 year**

Fill up one (1) form per contract

<b>Contract with Similar Key Activities</b>		
<b>Contract No. . . . .of. . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>		<b>Completion Date</b>
<b>Total Contract Amount</b>	<b>-----Equivalent INR -----</b>	
<b>If partner in a JV or subcontractor, specify participation of total contract amount – Not applicable</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name Address Telephone Number Fax Number E-mail</b>		
<b>Description of the key activities in accordance with Criteria 2.4.2 of Section 3</b>		
Reference page No. of copy of work order completion certificate in support of above experience:		

## TECH 1: Draft format for Undertaking on Rescind/ Terminated contracts

### **Undertaking**

**(Bidder will submit separate undertaking in support of this requirement)**

I/We ----- (name of bidder) (the Bidder of bidding entity) undertake and certify that  
not a single contract has been Rescind/ Terminated due to poor performance of our firm OR  
----- number of contracts were Rescind/ Terminated due to poor performance of our firm out of -----  
number of contracts in hand of our firm during last 10 years (from 31<sup>st</sup> October, 2006 to bid submission  
date).

Place: -----

Signed by:

Date: -----

-----

-----

(Name of authorized representative)

Name of bidder

Attested by:

-----

(Notary Public)

## TECH 2: DRAFT FORMAT FOR UNDERTAKING ON PARENT COMPANY GUARANTEE

Name of Contract/ Contract No.; \_\_\_\_\_ Name and address of Employer: \_\_\_\_\_ (together with successors and assigns) We have been informed that (Name of Contractor) (hereinafter called the "Contractor") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a **parent company** guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we \_\_\_\_\_ (name of **parent company**) Irrevocably and unconditionally guarantee to you, as a primary obligation; (i) the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning; (ii) for the entire duration of the Contract, we will make available to the Contractor, our technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (iii) that we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor, is liable to the Employer under the Contract, This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration provided in the contract. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by: \_\_\_\_\_ Signed by: \_\_\_\_\_  
(signature) (signature)

Signed by: \_\_\_\_\_ Signed by: \_\_\_\_\_  
(signature) (signature)

\_\_\_\_\_  
(name) (name)

\_\_\_\_\_  
(position in parent company) (position in parent company)

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

**Note:**

Bidder will furnish parent/ subsidiary company guarantee as applicable. Failure to furnish the Parent Company/ Subsidiary Company Guarantee(s), as appropriate, shall result in rejection of the tender.



### TECH 3: DRAFT FORMAT FOR UNDERTAKING ON SUBSIDIARY COMPANY GUARANTEE

Name of Contract/Contract No.; \_\_\_\_\_ Name and address of Employer: \_\_\_\_\_ (together with successors and assigns) We have been informed that (Name of Contractor) (hereinafter called the "Contractor") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a **Subsidiary company** guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we \_\_\_\_\_ (name of **Subsidiary** company) Irrevocably and unconditionally guarantee to you, as a primary obligation; (i) the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning; (ii) for the entire duration of the Contract, we will make available to the Contractor, our technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (iii) that we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration provided in the contract. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by: \_\_\_\_\_ Signed by: \_\_\_\_\_  
(signature) (signature)

\_\_\_\_\_  
(name) \_\_\_\_\_ (name)

\_\_\_\_\_  
(position in subsidiary company) \_\_\_\_\_ (position in subsidiary company)

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

**Note:**

Bidder will furnish parent/ subsidiary company guarantee as applicable. Failure to furnish the Parent Company/ Subsidiary Company Guarantee(s), as appropriate, shall result in rejection of the tender.

#### **TECH 4: Undertaking of no Deviations**

We, ----- (the bidder) have submitted bid for the contract package of ----- . It is certified that we have read the bid document and have no reservation in accepting the provisions of bid document, contract conditions, scope and specification of works etc. We undertake that we have no deviation to the terms and conditions of the bid document, scope of works etc. At later date, if any deviation is observed, it shall stand withdrawn.

Signed by -----

On behalf of -----

**TECH 5: Undertaking for deployment of Personnel and Equipment as per Contract Requirement**

We, ----- (the bidder) have submitted bid for the contract package of -----,  
We undertake that we will deploy the personnel and Equipment of required experience and qualification  
as per bid document provisions and work requirement during execution of works, if work is awarded to  
us.

Signed by -----

On behalf of -----

**TECH 6: Draft format for Memorandum of Agreement (MOA) between Bidder and Sub-contractor for the work of -----{(name of key activity(ies))} -----**

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

To:  
The Hydraulic Engineer,  
Surat Municipal Corporation  
Surat - Gujarat (India)

We, . . . . . name of the Bidder. . . . . (hereinafter called "the Bidder") intends to submit bid dated . . . . .  
. . . (hereinafter called "the Bid") for the execution of . . . . . name of contract . . . . . under Invitation  
for Bids No. . . . . ("the IFB").

According to qualification requirement provided in the bid document, bidder should have experience in ---  
----- (name of key activity) ----- which, if not available with the bidder, could be met by the sub  
contractor. In such case a Memorandum of Agreement (MOA) with sub contractor is required to be  
submitted with the bid.

To fulfill this qualification requirement, we, ----- (name of bidder) ----- and ----- (name of sub  
contractor) ----- certify as under:

- (A) I/We ----- (name of sub contractor) ----- certify that:
- (i) I/We have agreed to work as sub contractor to the bidder M/s ----- (name of bidder) ----- for  
the work of ----- (name of key activity) ----- on the terms and conditions agreed  
between us.
  - (ii) I/We meet the above stated qualification requirement. Required document in support of the  
qualification requirement are provided to the bidder for submission with the technical bid.
  - (iii) I/We will execute the above work with full due diligence as per the Employer's requirement  
and technical specifications provided in the bid document. I/We will be fully responsible for  
execution of the said work/key activity.
- (B) I/We ----- (bidder) ----- certify that I/We will get the above work executed through the sub  
contractor M/s ----- on the terms and conditions agreed between us.

This Memorandum of Agreement will be valid up to the completion of the key activity and expiry of defect  
liability period, as applicable.

Signed by

Bidder M/s	Sub contractor M/s
Name: _____	Name: _____
In the capacity of: _____	In the capacity of: _____
Signed _____	Signed _____
Date-----	Date-----
Duly authorized to sign for and on behalf of	Duly authorized to sign for and on behalf of

**Note:- The maximum upto 25% of the total work can be sub-contracted with the approval of Engineer-In-Charge.**

## TECH 8: Draft Format for Memorandum of Understanding for JOINT VENTURE

# Not Applicable

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ----  
----- ("Effective Date").

### BETWEEN

M/s. \_\_\_\_\_, a company  
incorporated, and having its registered office at \_\_\_\_\_.  
(Hereinafter referred to as the "**First Party**" / "**One Partner**");

M/s. \_\_\_\_\_) a company incorporated, and  
having Registered office at \_\_\_\_\_. (Hereinafter referred to as the  
"**Second Party**" / "**Each Partner**");

M/s. \_\_\_\_\_) a company incorporated, and  
having Registered office at \_\_\_\_\_. (Hereinafter referred to as the  
"**Third Party**" / "**Each Partner**");

Hereinafter jointly referred to as the "**Parties**" and individually as "**Each Party**" or "**a Party**" as the case  
may be.

### WHEREAS,

- A) The **Surat Municipal Corporation** (hereinafter referred to as the **SMC** or "**Employer**") invited  
bid \_\_\_\_\_  
\_\_\_\_\_.
- (B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as  
the "**JV**") to jointly execute the above project in all respect

**NOW THEREFORE IT IS HEREBY AGREED** as follows

### **ARTICLE 1: JOINT VENTURE:**

- 1.1. The Parties hereto agree to form the Joint Venture with \_\_\_\_\_ designated as the **One  
Partner and First Partner**.
- 1.2. \_\_\_\_\_ shall be the **Second Member – or Second Partner**
- 1.3. \_\_\_\_\_ shall be the **Third Member – or Third Partner** (*insert more lines if more  
partners*)

### **ARTICLE 2: JOINT VENTURE NAME:**

2. The JV shall do business in the name of "\_\_\_\_\_ **Joint Venture**".

### **ARTICLE 3: JOINT AND SEVERAL LIABILITY:**

- 3 The **Parties** hereto shall, for the above-referred **Projects**, be jointly and severally liable to the  
**Employer** for the execution of the Projects in accordance with the **Contract** till the actual  
completion of Contract including defect liability period and operation & maintenance as per bid  
conditions.

**ARTICLE 4: PROPORTIONATE SHARE:**

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

**Lead Partner :** Financial responsibility : -----(**Not less than 50%**)

Physical responsibility : -----(**Not less than 40%**)

**Other Partners :** Financial responsibility : -----(**Not less than 25%**)

Physical responsibility : -----(**Not less than 20%**)

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the **Contract** shall be shared or borne by the **Parties** in the above **Proportions**.

4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

**ARTICLE 5: JOINT EFFORT AND MANAGEMENT:**

5.1 The **Parties** shall participate as a **JV** in the submission of bids and further negotiations with the **Employer** and shall co-operate and contribute their respective expertise and resources to secure and execute the **Projects**.

5.2 On award of **Projects**, the **First Partner** in consultation with the other members of JV will decide on the final management structure for the successful execution of the **Projects** as per the terms of **Contract**.

5.3 All the **Parties** hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the **Projects**, including commissioning & operation for the period as stipulated in the contract. The share of interest of the **JV** shall be as per the mutual understanding for the successful completion of the project.

**ARTICLE 6: EXCLUSIVITY:**

6.1 The co-operation between the **Parties** hereto shall be mutually exclusive i.e. none of them shall without the other **Party's** consent & prior approval of **Employer**, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

**ARTICLE 7: Memorandum of Understanding:**

7.1 This **Memorandum of Understanding** shall be terminated:-

- a. if the **Parties** mutually confirm that the **JV's** bid proposal has not been finally accepted by **Employer** and all rights and obligations of the **Parties** under or in connection with this **Memorandum of Understanding** have ceased, or
- b. after successful completion of the project including commissioning & operation and defect liability period from the date of this **Memorandum of Understanding** unless extended for a further period on demand of **Employer** & mutual consent of the Parties, or

7.2 The **Memorandum of Understanding** can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of Plant or to make this agreement more meaningful to suit the requirements of Employer **after the consent of the Employer**.

**ARTICLE 8: ARBITRATION:**

- 8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the parties. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the **Arbitral Tribunal 1983** and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be \_\_\_\_\_.

**ARTICLE 9: GOVERNING LAWS:**

- 9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the relevant Indian Laws.

**ARTICLE 10: CONFIDENTIALITY:**

- 10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

**ARTICLE 11: ADDRESS OF CONSORTIUM:**

- Any and all correspondence from the Employer to the **JV** shall be addressed to **(name of JV)** at the address stated herein below—(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.
- The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address

**(name of JV)**  
\_\_\_\_\_

**ARTICLE 12: Authorized Representative:**

- the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- Authorized Representative of JV : \_\_\_\_\_

**ARTICLE 13: ASSIGNABILITY:**

- 13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

**ARTICLE 14: INTERPRETATION OF HEADINGS:**

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

**ARTICLE 15: OTHERS**

- 15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract:



**ARTICLE 16: Forming Company on award of Contract**

16.1 We undertake to form a Special Purpose Vehicle (SPV) to be registered under Indian Companies Act on award of contract before signing of agreement. We undertake that and we will be jointly and severally responsible to execute the works by a incorporated company and constituent company.

16.2 We as individual partners undertake to be responsible for completion of works and also for any recoveries if applicable. We will be responsible to complete the works by Individual or by the SPV/New Company.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by ) For and on behalf of _____ )	_____
in the presence of: ) _____ Name: Designation:	<b>Name :</b> <b>Designation:</b>
Signed by ) For and on behalf of _____ )	_____
in the presence of: ) _____ <b>) Name:</b> <b>Designation:</b>	<b>Name :</b> <b>Designation:</b>

## **Bill of Quantities**

**(Provided in Part 2)**

## **Section 5 - Eligible Countries**

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**Single Entity Nationality-India**