



GOVERNMENT OF ODISHA  
DEPARTMENT OF WATER RESOURCES

## BID DOCUMENT

### ***NAME OF WORK***

REM OF MINOR CANALS BETWEEN OF PATTAMUNDAI  
CANAL SYSTEM INCLUDING IMPROVEMENT/  
MODERNIZATION OF STRUCTURES UNDER ADB  
ASSISTED OIIAWMIP PKG. NO.PAT-25 UNDER TRANCHE-II

**PACKAGE NO. CW-NCB-PAT-25**

**EMPLOYER: DEPARTMENT OF WATER RESOURCES  
GOVERNMENT OF ODISHA  
COUNTRY - INDIA**

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**STANDARD BIDDING DOCUMENT**

**Procurement of Works**

**- Single-Stage: Two-Envelope Bidding Procedure -**

**Asian Development Bank**  
July 2017

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# Foreword

This Standard Bidding Document for the Procurement of Works – Small Contracts (SBD Works-Small) has been prepared by the Asian Development Bank (ADB) and is based on the Master Document for Procurement of Small Works”, prepared by multilateral development banks and other public international financial institutions which reflects the majority view of these institutions. This document has the structure and the provisions of the Master Procurement Document, except where ADB-specific considerations have required a change.

This SBD is supported by a User’s Guide. The User’s Guide contains detailed explanations and recommendations to Employers on how to prepare a specific bidding document for the procurement of works – small contracts and how to evaluate bids. The User’s Guide is not a part of the bidding document.

To obtain further information on procurement under ADB-financed projects, contact

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# **Procurement of Works**

## **Bidding Document for Procurement of**

**“REM of Minor canals between of Pattamundai Canal system including Improvement/ Modernization of Structures under ADB Assisted OIIAWMIP PKG. No.PAT-25 under TRANCHE-II”**

**Issued on: 24.07.2017**

**Invitation for Bids No.: SEEC-02/ADB-01 of 2017-18**

**NCB No: CW-NCB-PAT-25**

**Employer: Department of Water Resources, Government of Odisha**

**Country: INDIA**

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# Preface

This Bidding Document for the Procurement of Works has been prepared by the Executive Engineer, Kendrapara Irrigation Division, Kendrapara and is based on the Standard Bidding Document for the Procurement of Works–Small Contracts (*SBD Works-Small*) issued by the Asian Development Bank dated December 2015.

ADB's *SBD Works-Small* has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works–Small Contracts", prepared by multilateral development banks and other public international financial institutions except where ADB-specific considerations have required a change.

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# Section 1 - Instructions to Bidders

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# Section 1 - Instructions to Bidders

## A. General

- 1. Scope of Bid**
  - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding 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 Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
  - 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
    - (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) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (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 ADB's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (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) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

<sup>1</sup> Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one that either has been: (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's prequalification application or the bid; or (ii) appointed by the Employer.

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers, and contractors to permit ADB 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 ADB.

3.2 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).

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

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5 – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:

- (a) all partners shall be jointly and severally liable; and
- (b) the Joint Venture 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 Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

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 this bidding process if any of, including but not limited to, the following apply:

- (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
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a

Subcontractor in more than one Bid; 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 ADB-financed, administered, or supported project while undertemporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 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 (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 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

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

- 5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

- 6.1 The Bidding Document consist of Parts I, II, and III, 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 II Requirements**

Section 6 –Employer’s Requirements (ERQ)

**PART III 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)

- 6.2 The Invitation for Bids (IFB) 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 IFB.
- 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 on 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 prior to the deadline for submission of bids, within a period given in the BDS. 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 risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter 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 1 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, at Bidder's option and 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 ITB 14, or as stipulated in the BDS;
- (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;
- (d) Any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.2, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

**12. Letters of Bid and Schedules**

12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under Clause 11, 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 and as required in the BDS.

**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 When specified in the BDS pursuant to ITB 13.1, and subject to 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 Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the 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 shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.

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 Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the 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, the Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Table(s) of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes 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 currency(ies) of the Bid and payment shall be as specified in the BDS.



- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish 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 in accordance with 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 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 and currency shall be as specified in the BDS.
- 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it 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 bank 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 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 Unless otherwise specified in the BDS, 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;
    - (ii) furnish a performance security in accordance with ITB 42;
    - (iii) accept arithmetical corrections in accordance with ITB 33; or
    - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 42.
- 19.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

## **20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original set 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 Bid 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. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of 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 ITB 21.3.
  - (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 as provided in 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 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 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 prior to 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, on the 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 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 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 and Modification, will remain unopened in accordance with ITB 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 a 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 the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 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 a 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 who submitted Bids on time, and posted online when electronic bidding is permitted.
- 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 for 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 nonresponsive 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, on the 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 Schedules are to be initialed by at least three representatives of the Employer attending the 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 who submitted Bids on time, and posted online when electronic bidding is permitted.

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

### **26. Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and postqualification 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 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. Examination of Technical Bids**

29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 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, reservation, or omission.
- 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 nonconformities 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) Only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the 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.
- (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 for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors 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; and
  - (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 to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

36.5 If the Bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the 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.

**37. Comparison of Bids**

37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 36.2.

**38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

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**

**39. Award Criteria**

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.

**40. Notification of Award**

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.

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.

40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

**41. Signing of Contract**

41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**42. Performance Security**

- 42.1 Within 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.
- 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.
- 42.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.

## Section 2 - Bid Data Sheet

### A. General

<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is : SEEC-02/ADB-01 of 2017-18
<b>ITB 1.1</b>	The Employer is: <b>Department of Water Resources, Government of Odisha</b>
<b>ITB 1.1</b>	The name of the bidding process is: <b>Single stage –Two envelope</b> The identification numberof the bidding process is: <b>CW-NCB-PAT-25</b> The number and identification of lots comprising this bidding process is: <b>One</b>
<b>ITB 2.1</b>	The Borrower is: <b>India</b>
<b>ITB 2.1</b>	The name of the Project is: <b>Orissa Integrated Irrigated Agriculture and Water Management Investment Program, Project – 2.</b>

### B. Contents of Bidding Documents

<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Employer's address is:  Attention: Superintending Engineer, Eastern Circle-II, Chandikhole, Department of Water Resources, Govt. of Odisha  Street Address: Neulapur Chandikhole, District - Jajpur PIN Code: 755024 Country: India Telephone: : 06725-214500 Electronic mail address: seec2chandikhole@gmail.com  Requests for clarification should be received by the Employer no later than: Ten (10) days before the bid submission date.
<b>ITB 7.4</b>	A Pre-Bid meeting will take place, it will be at the following date, time and place: Date: 16.08.2017 Time: 11.00 A.M. Place: Office of the Chief Engineer-cum-Project Director, PMU, OIIAWMIP A site visit conducted by the Employer will be organized on 12.08.2017.

### C. Preparation of Bids

<b>ITB 10.1</b>	The language of the Bid is: <b>English</b>
<b>ITB 11.2 (g)</b>	The Bidder shall submit with its Technical Bid the following additional documents: <ul style="list-style-type: none"> <li>• The bidder is required to submit an affidavit in legal stamp paper certifying that all the statements made in the required attachments and all the documents enclosed by him in this bid are true and correct.</li> </ul>
<b>ITB 11.3 (b)</b>	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for admeasurement contracts and Activity Schedule for lump sum contracts: <b>Only the priced Bill of Quantities.</b>
<b>ITB 11.3 (d)</b>	The Bidder shall submit with its Price Bid the following additional documents: <b>NONE</b>
<b>ITB 12.1</b>	The units and rates in figures entered into the Bill of Quantities and Daywork Schedule should be typewritten or if written by hand, must be in print form. Bill of Quantities and Daywork Schedule not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative bids <b>shall not</b> be permitted.
<b>ITB 13.2</b>	Alternative times for completion <b>shall not</b> be permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <b>Shall not be permitted.</b>
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>shall be</b> subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	The prices shall be quoted by the bidder and shall be paid in: <b>Indian Rupees (INR).</b>
<b>ITB 18.1</b>	The bid validity period shall be <b>Ninety (90) days.</b> Bid validity for a shorter period shall be rejected by the Employer as non-responsive.
<b>ITB 19.1</b>	The Bidder shall furnish a bid security in the amount of <b>INR 0.15 million</b>
<b>ITB 19.2</b>	The ineligibility period will be <b>NOT APPLICABLE</b>
<b>ITB 19.4</b>	Any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. However, if a bidder submits a bid security that deviates in form, amount and/or period of validity, the Employer shall request the Bidder to submit a compliant bid security <b>within seven (7) days</b> of

	receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
<b>ITB 20.1</b>	In addition to the original Bid, the number of copies is: <b>One (1)</b>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <ul style="list-style-type: none"> <li>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid: <b>Power of Attorney.</b></li> <li>(b) Bids submitted by an existing or intended JV shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating 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.</li> </ul>
<b>ITB 20.2</b>	The Bidder shall submit an acceptable authorization <b>within seven (7) days</b> .

#### **D. Submission and Opening of Bids**

<b>ITB 21.1</b>	Bidders <b>shall not</b> have the option of submitting their Bids electronically.
<b>ITB 21.1 (b)</b>	If bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be: <b>Not Applicable</b>
<b>ITB 22.1</b>	For <b>bid submission purposes</b> only, the Employer's address is: Attention: Chief Engineer-cum-project Director, PMU, OIIAWMIP, Department of Water Resources, Government of Odisha Street Address: Rajiv Bhawan Floor/Room number: 5 <sup>th</sup> Floor City: Bhubaneswar PIN Code: 751001 Country: INDIA <b>The deadline for bid submission is:</b> <b>Date: 30.08.2017</b> <b>Time: 3.30 P.M.</b>
<b>ITB 25.1</b>	The opening of the Technical Bid shall take place at: Street Address: Office of the Chief Engineer-cum-Project Director, PMU, OIIAWMIP Floor/Room number: 5 <sup>th</sup> Floor, Rajiv Bhawan City: Bhubaneswar Country: INDIA <b>Date: 31.08.2017</b> <b>Time: 11.00 A.M.</b>

<b>ITB 25.1</b>	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: <b>Not applicable</b>
<b>ITB 25.5</b>	The Letter of Technical Bid shall be initialed by <b>at least three</b> representatives of the Employer attending the Bid opening.
<b>ITB 25.10</b>	The Letter of Price Bid and Schedules shall be initialed by <b>at least three</b> representatives of the Employer attending the Bid opening.

### E. Evaluation and Comparison of Bids

<b>ITB 34.1</b>	<b>Not applicable.</b>
<b>ITB 35.1</b>	A margin of preference <b>shall not</b> apply.

# Section 3 - Evaluation and Qualification Criteria

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# 1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) – (e), other relevant factors are as follows:

## 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 described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

## 1.2 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: Not applicable

## 1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: Not applicable

## 1.4 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 36.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

“Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities. 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.”

## 1.5 Margin of Preference (Applicable for ICB only)

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

## 1.6 Multiple Contracts

Works are grouped in multiple contracts and pursuant to ITB 36.4, the Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least-cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a Bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- Average annual construction turnover,
- Financial resources,
- Equipment to be allocated, and
- Personnel to be fielded.

## 2. Qualification

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	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

#### 2.1.1 Nationality

Nationality in accordance with ITBSubclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI –1; ELI –2 with attachments
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#### 2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITBSubclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
---	-----------------------	-----------------------	-----------------------	----------------	-------------------------

#### 2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITBSubclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
---	-----------------------	-----------------------	-----------------------	----------------	-------------------------

#### 2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITBSubclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI -1, ELI - 2 with attachments
---	-----------------------	-----------------------	-----------------------	----------------	--

#### 2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a UN Security Council resolution in accordance with ITBSubclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
---	-----------------------	-----------------------	-----------------------	----------------	-------------------------

## 2.2 Pending Litigation

Pending litigation and arbitration criterion shall not apply.<sup>1</sup>

### 2.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than <b>fifty (50)</b> %percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT - 1

<sup>1</sup> The employer may choose to apply this criterion on exceptional basis. If the employer chooses to apply this criterion, it should indicate "shall apply" and use the table below.

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
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 <b>five (5)</b> years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

### 2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of <b>INR 28.05 Million</b> , calculated as total certified payments received for contracts in progress or completed, within the last <b>five (5)</b> years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

Note; - 1: (Financial turnover of previous years shall be given weightage of 10% per year based on Indian Rupee value to bring them to current price level.)

### 2.3.3 Financial Resources<sup>1</sup>

If the bid evaluation process and the decision for the award of the Contract takes more than one (1) year from the date of bid submission, Bidders shall be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts/audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity shall be reassessed on this basis.

Criteria  Requirement	Compliance Requirements			Documents  Submission Requirements	
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner		One Partner
The Bidder must demonstrate that it has the financial resources to meet					
(a) its current contract commitments, as defined in FIN-4 (Total Financial Requirements for Current Contract Commitments), plus	must meet requirement	not applicable	must meet requirement for its own contractual commitments	not applicable	Form FIN - 4
(b) the requirements for the Subject Contract of INR 2.34 million	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN – 3 and Form FIN - 4

<sup>1</sup> The employer has the option to move this criterion from Section 3 (Evaluation and Qualification Criteria) to Section 6 (Employer's Requirements), in which case:

- the employer shall confirm compliance with the financial resources prior to award of contract in accordance with ITB 39.1 Award Criteria; and
- in place of the Financial Resources criterion, the employer shall require the bidder to submit together with its bid, and for confirmation during bid evaluation, a Letter of Undertaking to comply with the financial resources given in Section 6 prior to award of contract.

## 2.4 Construction Experience

### 2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least one contract that has been successfully or substantially completed within the last <b>five (5)</b> years and that is similar to the proposed works, where the value of the Bidder's participation exceeds <b>INR 11.22 Million</b> . The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements). - Note - <i>Employer should delete this row if participation is required in at least two contracts.</i>	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP -1

### 2.4.2 Construction Experience in Key Activities

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
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	must meet requirements	not applicable	not applicable	Form EXP-2
Concrete of all grades in cum per year– <b>1240 cum per year</b>					
Earthwork in cum per year – <b>50100 cum per year</b>					

# Section 4 - Bidding Forms

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# Letter of Technical Bid

**-Note-**

*The bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the bidder's complete name and address.*

Date: .....

NCB No.: .....

Invitation for Bid No.: .....

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 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        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.
- (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), other than alternative offers submitted in accordance with ITB 13.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, 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 enterprise] / [We are a government-owned enterprise but meet the requirements of ITB4.5].<sup>1</sup>
- (i) We agree to permit ADB 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 ADB.
- (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.

Name .....

In the capacity of .....

Signed .....

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

Date.....

---

<sup>1</sup> Use one of the two options as appropriate.

# Letter of Price Bid

**-Note-**

*The bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the bidder's complete name and address.*

Date: .....

NCB No.: .....

Invitation for Bid No.: .....

To: .....

We, the undersigned, declare that:

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

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

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

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the Summary of Bill of Quantities for admeasurement contracts or Activity Schedule for lump sum contracts should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.*

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

(e) Our Bid shall be valid for a period of  . . . . .  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: <sup>1</sup>

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.

(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 ADB 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 ADB.

Name .....

In the capacity of .....

Signed .....

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

Date .....

<sup>1</sup> If none has been paid or is to be paid, indicate "None".

### Bid Security Bank Guarantee

*Bank's name, and address of issuing branch or office*<sup>1</sup>

**Beneficiary:** ..... *Name and address of employer* .....

**Date:** .....

**Bid Security No.:** .....

We have been informed that ..... *name of the bidder*. .... (hereinafter called "the Bidder") has submitted to you its bid dated ..... (hereinafter called "the Bid") for the execution of ..... *name of contract* ..... under Invitation for Bids No. .... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ..... *name of bank*. .... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *amount in figures* ..... (*amount in words* ..... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Price Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, or (iii) fails or refuses to furnish the domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.<sup>2</sup>

..... *Bank's seal and authorized signature(s)* .....

**-- Note --**

*In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.*

<sup>1</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.  
<sup>2</sup> Or 758 as applicable.

## Bid-Securing Declaration(NOT APPLICABLE)

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

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

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

To: *[insert complete name of employer]*

**We, the undersigned, declare that:**

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

**We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert the number of months or years indicated in ITB 19.2 of the BDS]* starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we**

- (a) **have withdrawn our Bid during the period of bid validity specified in the Letter of Technical Bid and Letter of Price Bid; or**
- (b) **do not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter “the ITB”); or**
- (c) **having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB, or (iii) fail or refuse to furnish the Domestic Preference Security, if required.**

**We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 daysafter the expiration of our Bid.**

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Corporate Seal[where appropriate]**

**-- Note --**

*In case of a joint venture, the Bid-Securing Declaration must be in the name of all partners to the joint venture that submits the bid.*

# Technical Proposal

## Personnel

### Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record 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
etc.	Title of position*
	Name

**-- Note --**

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

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

The Bidder shall provide all the information requested below. Use one form for each position.

<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.

<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant Technical and Management Experience</b>



## 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>	<b>Name of manufacturer</b>
	<b>Capacity</b>
	<b>Model and power rating</b>
	<b>Year of manufacture</b>
<b>Current Status</b>	<b>Current location</b>
	<b>Details of current commitments</b>
<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>	<b>Name of owner</b>
	<b>Address of owner</b>
	<b>Telephone</b>
	<b>Contact name and title</b>
	<b>Fax</b>
	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>

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**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

## **Bidders 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 Joint Venture, legal name of each partner</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)	
<p><b>Attached are copies of the following documents.</b></p> <p><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 ITB 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of Joint Venture, letter of intent to form Joint Venture or Joint Venture agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture and Specialist Subcontractor must fill out this form separately.

Joint Venture / Specialist Subcontractor Information	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's year of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

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

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

Each Bidder must fill out this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Pending Litigation and Arbitration			
<p><b>Choose one of the following:</b></p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

**- Note -**

*This form shall only be included if Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

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

Each Bidder must fill out this form.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous five (5) Years [INR]				
Year 1:	Year 2:	Year ___:		

**Information from Balance Sheet**

<b>Total Assets (TA)</b>					
<b>Total Liabilities (TL)</b>					
<b>NetWorth = TA – TL</b>					
<b>Current Assets (CA)</b>					
<b>Current Liabilities (CL)</b>					
<b>Working Capital = CA - CL</b>					

<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN-3.
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**Information from Income Statement**

<b>Total Revenues</b>					
<b>Profits Before Taxes</b>					
<b>Profits After Taxes</b>					
<input type="checkbox"/> Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last five (5) years, as indicated above, complying with the following conditions. <ul style="list-style-type: none"> <li>• Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.</li> <li>• Historical financial statements must be audited by a certified accountant.</li> <li>• Historical financial statements must be complete, including all notes to the financial statements.</li> <li>• Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</li> </ul>					

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

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the specified exchange rate.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

<b>Annual Turnover Data for the Last five (5)Years (Construction only)</b>			
<b>Year</b>	<b>Amount Currency (INR)</b>	<b>Exchange Rate</b>	<b>INR</b>
<b>Average Annual Construction Turnover</b>			



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

Bidder must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of joint ventures, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (INR)</b>
1	Working Capital (to be taken from FIN-1)	
2	Credit Line <sup>a</sup>	
3	Other Financial Resources	
	Total Available Financial Resources	

<sup>a</sup> To be substantiated by a letter from the bank issuing the line of credit.

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

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

In case of joint ventures, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

<b>Current Contract Commitments</b>						
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact (Address, Tel, Fax)</b>	<b>Contract Completion Date</b>	<b>Outstanding Contract Value (X)</b>	<b>Remaining Contract Period in months (Y)</b>	<b>Monthly Financial Resources Requirement (X / Y)</b>
1						
2						
3						
4						
Total Monthly Financial Requirements for Current Contract Commitments						INR .....

**Form FIN - 5: Compliance Check of Financial Resources (Criterion 2.3.3 of Section 3)**

**Form FIN-5A: For Single Entities**

For Single Entities:	Total Available Financial Resources from FIN-3 (C)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (D)	Available Financial Resources net of CCC (C-D)	≥	Requirement <sup>a</sup>
_____	_____	_____	_____	≥	100% of Requirement from Section 3 - 2.3.3(b)
(Name of Bidder)					

**Form FIN-5B: For Joint Ventures**

For Joint Ventures:	Total Available Financial Resources from FIN-3 (C)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (D)	Available Financial Resources net of CCC (C-D)	≥	Requirement <sup>a</sup>
One Partner:					
_____	_____	_____	_____	≥	40(%) of Requirement
(Name of Partner)					
Each (Other) Partner:					
_____	_____	_____	_____	≥	25(%) of Requirement
(Name of Partner 1)					
_____	_____	_____	_____	≥	25(%) of Requirement
(Name of Partner 2)					
_____	_____	_____	_____	≥	25(%) of Requirement
(Name of Partner 3)					
<b>All partners combined</b>			$\Sigma (C-D)^b =$	≥	100% of Requirement from Section 3 - 2.3.3(b)

Form FIN - 5 is made available for use by the bidder as a self-assessment tool, and by the employer as evaluation work sheet, to determine compliance with financial resources.

<sup>a</sup> Requirement for the subject contract is defined in Criterion 2.3.3(b) of Section 3. Value A is the required percentage of the subject contract, which each partner must meet; and value B is the required percentage of the subject contract, which one partner must meet. A and B values are defined in Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

<sup>b</sup>  $\Sigma (C - D) =$  sum of available financial resources net of current contract commitments (CCC) for all partners.

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

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No. . . . . of . . . . .	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	INR	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criterion 2.4.1 of Section 3		
Participation in at least one contract that has been successfully or substantially completed within the last <b>five (5)</b> years and that is similar to the proposed works, where the value of the Bidder's participation exceeds <b>INR 11.22 Million</b> . The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements).		

**Form EXP - 2: Construction Experience in Key Activities**

Fill up one (1) form per contract.

Contract with Similar Key Activities		
<b>Contract No. . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Total Contract Amount</b>	<b>INR</b>	
<b>If partner in a Joint Venture or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name Address Telephone Number Fax Number E-mail</b>		
Description of the key activities in accordance with Criterion 2.4.2 of Section 3		
<p>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:</p> <ol style="list-style-type: none"> <li>1. Concrete of all grades in cum per year – <b>1240 cum per year</b></li>   <li>2. Earthwork in cum per year – <b>50100 cum per year</b></li> </ol>		

## Schedules (NOT APPLICABLE)

### Schedule of Payment Currencies

For .....insert name of Section of the Works.....

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		100.00
Foreign Currency #1				0
Foreign Currency #2				0
Foreign Currency #3				0
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
<b>BID PRICE</b>				

**-- Note --**

*The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.*

**Table(s) of Adjustment Data (NOT APPLICABLE)**

**Table A - Local Currency**

Index Code	Index Description	Source of Index *	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting (coefficient)
	Nonadjustable	—	—	—	a: <i>(by Employer)</i> b: _____ c: _____ d: _____ e: _____
<b>Total</b>					<b>1.00</b>

**Table B - Foreign Currency**

**Name of Currency:** .....

*If the Bidder wishes to quote in more than one foreign currency, but in no case more than three, this table should be repeated for each foreign currency.*

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting (coefficient)
	Nonadjustable	—	—	—		a: <i>(by Employer)</i> b: _____ c: _____ d: _____ e: _____
<b>Total</b>						<b>1.00</b>

**-- Note --**

*"Base Date" means the date 28 days prior to the deadline for submission of bids.*

*Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.5.*

# Activity Schedule

## [Schedules of Prices – Lump Sum Contract]

The Employer shall indicate the list of major activities comprising the works and the number of measurement units consistent with the description of works, drawings, and specifications in Section 6 (Employer's Requirements). Each work item shall be described in sufficient detail to provide clear guidance to Bidders with respect to the type of works, their scope and complexity, and compliance with the required standards.

Bidders are required to enter the prices against each work item on a lump sum basis. Work items against which no lump sum price is entered by the Bidder will not be paid by the Employer when executed and shall be deemed covered by other work items against which the lump sum prices were entered. The sum of prices entered against each work item will represent the total bid price.

The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the Activity Schedule, and where no Items are provided, the cost shall be deemed to be distributed among the Amounts for the related Items of Work.

**NOT APPLICABLE**



## Bill of Quantities

### REM of Minor canals between of Pattamundai Canal system including Improvement/ Modernization of Structures under ADB Assisted OIIAWMIP PKG. No.PAT-25 under TRANCHE-II -CW-NCB-PAT-25

Sl. No.	Description of Items	To be Executed as per Technical specification section of Bid document	Quantity	Unit	Rate per unit		Amount in INR
					Rate in INR.	Rate in words	
1	2		3	4	5		6
1	Clearing shrub jungles, uprooting stumps & small bushes & trees below 1.00m girth etc. including clear of work site etc. complete including labour cess as per direction of the Project Manager.	Section 1,2 & 3	30172.00	100 Sqm			
2	Excavation of any approved type of soil in approved borrow area by mechanical means loading into and transportation by mechanical means and unloading the soil with all lead on properly prepared and scientifically approved surface including spreading and leveling the earth in 22.5 cm layers to make ready for watering and compaction for all heights including construction, maintenance, watering and lighting of haul road and borrow area and royalty of earth etc. complete as per the direction of Project Manager	Section 1,2 & 3	14647.31	One Cum			
3	Fine dressing and turfing the slope of the canal embankments with compact dub grass with all lead including cost, carriage, all labour ,T&P etc. complete as per the direction of Project Manager.	Section 1,2 & 3	11115.22	One Sqm			

Sl. No.	Description of Items	To be Executed as per Technical specification section of Bid document	Quantity	Unit	Rate per unit		Amount in INR
					Rate in INR.	Rate in words	
1	2		3	4	5		6
4	Earthwork in all kinds of soil in canal with all lead and lift including rough dressing and breaking clods to maximum 5 to 7 cm size and laying in layers not exceeding 0.30 mt. in thickness including labour charges, T&P and cess etc. complete as per direction of Project Manager.	Section 1,2 & 3	32474.44	One Cum			
5	Earthwork in excavation of foundation in all kinds of soil including dressing and leveling the bed and depositing the excavated earth away from the worksite with all lead and lift etc complete as per the direction of the Project Manager.	Section 1,2 & 3	2972.67	100 Cum			
6	Supply & filling in foundation and plinth with coarse river sand watered & rammed including watering and compacting with cost, labour, conveyance, royalty and taxes of all materials to work site etc. complete as per direction of Project Manager.	Section 1,2 & 3	326.79	One Cum			
7	Providing laying Cement Concrete M10 compatible to C.C (1:3:6) using 40mm size downgraded Black H.G.crusher broken aggregates for C.C. work etc complete including cost,carriage,royalty of all materials, mixing by concrete mixer,placing manually, compacting with vibrater& curing complete with all labour, T&P. & hire charges of all machinery complete as per approved drawings & specification & direction of Project Manager.	Section 1,2, 4 & 10	47.72	One Cum			

Sl. No.	Description of Items	To be Executed as per Technical specification section of Bid document	Quantity	Unit	Rate per unit		Amount in INR
					Rate in INR.	Rate in words	
1	2		3	4	5		6
8	Providing laying Cement Concrete M15 grade compatible to C.C (1:2:4) using 20mm size downgraded Black H.G.crusher broken aggregates for C.C. work etc complete including cost,carriage,royalty of all materials, mixing by concrete mixer,placingmanually,compacting with vibrater& curing complete with all labour, T&P. & hire charges of all machinery complete as per approved drawings & specification & direction of Project Manager.	Section 1,2, 4 & 10	1185.61	One Cum			
9	Rigid and smooth centering and shuttering for RCC works including false works and dismantling then after casting including cost conveyance and all taxes of all materials etc complete as directed by the Project Manager	Section 1,2, 4 & 10	3740.92	One Sqm			
10	Providing laying Cement Concrete M25 grade compatible to C.C/RCC (1:1.5:3) using 20mm size downgraded Black H.G.crusher broken aggregates for C.C. work etc complete including cost,carriage,royalty of all materials, mixing by concrete mixer,placingmanually,compacting with vibrater& curing complete with all labour, T&P. & hire charges of all machinery complete as per approved drawings & specification & direction of Project Manager.	Section 1,2, 4 & 10	5.94	One Cum			

Sl. No.	Description of Items	To be Executed as per Technical specification section of Bid document	Quantity	Unit	Rate per unit		Amount in INR
					Rate in INR.	Rate in words	
1	2		3	4	5		6
11	Supplying cutting bending binding and placing in position uncoated HYSD bar reinforcement complete as per drawing and technical specification including all labours, cost, conveyance and all taxes of MS rod and binding wire etc. complete as directed by Project Manager.	Section 1,2, 4 & 10	4.09	One Qtl.			
12	Supplying, laying and fixing in position RCC spun pipe (NP2) / (NP3) with collar jointed in CM (1:3) complete as directed by Project Manager.						
	l) 150mm dia (NP2)	Section 1,2 & 3	184.00	One Rmt			
13	Filling in foundation and plinths with excavated materials, watering & compacting with cost, conveyance, labour charges etc. complete including labour cess as per direction of the Project Manager.	Section 1,2 & 3	1197.55	One Cum			
14	Providing and laying admixture with sand and moorum in (40:60) proportion with cost, carriage royalty of all materials and laying the admixture in canal bed and slopes, well watered and rammed to line and level, with cost of all labour, T&P, workers welfare cess etc. complete as per approved specification and direction of Project Manager.	Section 1,2 & 3	348.11	One Cum			

Sl. No.	Description of Items	To be Executed as per Technical specification section of Bid document	Quantity	Unit	Rate per unit		Amount in INR
					Rate in INR.	Rate in words	
1	2		3	4	5		6
15	Dismantling brick stone masonry in lime or cement mortar under 3m height including stacking the useful materials for reuse and removing the debris with all leads and lifts, cost of all labour, T&P, workers welfare cess etc. complete as per approved specification and direction of the Project Manager	Section 1,2, 4 & 10	112.26	One Cum			
16	Dismantling and removing CC including stacking the useful materials for reuse and removing the debris within 50 m lead etc. complete including labour cess as per direction of the Project Manager.	Section 1,2, 4 & 10	44.70	One Cum			
<b>Total 16 (Sixteen) Items only</b>					<b>Total :</b>		