

Section 1 - Instructions to Bidders

Table of Clauses

A. General	1-3
1. Scope of Bid.....	1-3
2. Fraud and Corruption.....	1-3
3. Eligible Bidders	1-4
B. Contents of Bidding Document	1-5
4. Sections of Bidding Document.....	1-5
5. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	1-5
6. Amendment of Bidding Document	1-6
C. Preparation of Bids	1-6
7. Cost of Bidding.....	1-6
8. Language of Bid	1-6
9. Documents Comprising the Bid	1-6
10. Letters of Bid, and Schedules	1-7
11. Bid Prices and Discounts	1-7
12. Currencies of Bid and Payment	1-8
13. Documents Comprising the Technical Proposal.....	1-8
14. Documents Establishing the Qualifications of the Bidder	1-8
15. Period of Validity of Bids	1-8
16. Bid Security	1-8
17. Format and Signing of Bid	1-9
D. Submission and Opening of Bids.....	1-10
18. Sealing and Marking of Bids	1-10
19. Deadline for Submission of Bids	1-10
20. Late Bids	1-11
21. Bid Opening	1-11
E. Evaluation and Comparison of Bids.....	1-12
22. Confidentiality.....	1-12
23. Clarification of Bids	1-13
24. Deviations, Reservations, and Omissions	1-13
25. Preliminary Examination of Technical Bids.....	1-13
26. Responsiveness of Technical Bid	1-13
27. Nonconformities, Errors, and Omissions	1-14
28. Qualification of the Bidder	1-14
29. Correction of Arithmetical Errors.....	1-14
30. Evaluation of Price Bids	1-15

31. Comparison of Bids 1-16

32. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids..... 1-16

F. Award of Contract..... 1-16

33. Award Criteria..... 1-16

34. Notification of Award 1-16

35. Signing of Contract..... 1-16

36. Performance Security..... 1-16

Section 1 - Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 5 (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. Fraud and Corruption**
 - 2.1 It is the Employer's policy to require that Employers as well as Bidders observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:
 - i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - 2.2 The Employer may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
 - 2.3 The Employer may also sanction against the Bidder, including declaring the Firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent,

collusive or coercive practices in competing for, or in executing, an Employer-financed contract

3. Eligible Bidders

- 3.1 A Bidder may be a natural person, private entity, government-owned entity – 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 (JV). In the case of a JV:
- (a) all partners shall be jointly and severally liable, and
 - (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 3.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of India.
- 3.3 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 including but not limited to:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all Bids in which it is involved.
 - (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 as Engineer for the contract.
- 3.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

B. Contents of Bidding Document

- 4. Sections of Bidding Document**
- 4.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below:-
- 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)
- PART II Requirements**
- Section 5 –Employer’s Requirements (ERQ)
- PART III Conditions of Contract and Contract Forms**
- Section 6 - General Conditions of Contract (GCC)
 - Section 7 - Particular Conditions of Contract (PCC)
 - Section 8 - Contract Forms (COF)
- 4.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 4.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda.
- 4.4 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.
- 5. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 5.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided. 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 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 prescribed procedure.
- 5.2 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 necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site and any other related costs shall be at the Bidder’s own expense.
- 5.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 5.4 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.
- 5.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 5.6 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. 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 and not through the minutes of the pre-bid meeting.
- 5.7 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 6. Amendment of Bidding Document**
- 6.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 6.2 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.
- 6.3 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.

C. Preparation of Bids

- 7. Cost of Bidding**
- 7.1 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.
- 8. Language of Bid**
- 8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 9. Documents Comprising the Bid**
- 9.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.

- 9.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security.
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder.
 - (d) documentary evidence establishing the Bidder's qualifications to perform the contract;
 - (e) Technical Proposal.
 - (f) Any other document required in the BDS.
- 9.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
 - (b) completed Price Schedules as stipulated in the BDS;
 - (c) Any other document required in the BDS.
- 9.4 In addition, bids submitted by a JV 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 for their joint venture.

10. Letters of Bid and Schedules

- 10.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents, 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 of the format shall be accepted. There should not be any blank space left and all blank spaces shall be filled in with the information requested.

11. Bid Prices and Discounts

- 11.1 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.
- 11.2 The Bidder shall submit a bid for the whole of the works by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms).
- 11.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered.
- 11.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Price Bid.
- 11.5 The prices quoted by the Bidder shall be fixed and firm till completion. Any bidder quoting rates higher than the tendered amount shall summarily be rejected.

- 11.6 Bids are being invited for completion of the whole contract work. Price reductions or discounts, if any, shall be submitted and opened at the same time.
- 11.7 All duties, taxes, cess and other levies payable by the Contractor under the Contract, as of the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 12. Currencies of Bid and Payment**
- 12.1 The currency of the bid and payment shall be the Indian Rupees.
- 13. Documents Comprising the Technical Proposal**
- 13.1 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.
- 14. Documents Establishing the Qualifications of the Bidder**
- 14.1 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).
- 15. Period of Validity of Bids**
- 15.1 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.
- 15.2 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, it shall also be extended twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 16. Bid Security**
- 16.1 The Bidder shall furnish as part of its bid, in original form, a Bid security with amount as specified in the BDS.

16.2 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. On any of the above options, the Bidder should ensure that the bid security validity conform the validity requirement specified in the bidding document. 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 forty-five days (45) beyond the original validity period of the bid, or beyond any period of extension if requested.

16.3 Any bid not accompanied by a substantially compliant bid shall be rejected by the Employer as non-responsive.

16.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.

16.5 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.

16.6 The bid security may be forfeited:

- (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 or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract.
 - (ii) furnish a performance security or
 - (iii) accept arithmetical corrections.

16.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.

17. Format and Signing of Bid

17.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 9 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit 2 (two) copies of the technical and price bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 17.2 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.
- 17.3 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

18. Sealing and Marking of Bids

- 18.1 Bidders may always submit their bids by mail or by hand. 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.
- 18.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer and
- (c) bear the specific identification of this bidding process.
- 18.3 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.
- 18.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer.
- 18.5 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.

19. Deadline for Submission of Bids

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

19.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, 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.

20. Late Bids

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

21. Bid Opening

21.1 The Employer shall open the Technical Bids in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. 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.

21.2 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) the presence of a Bid Security
- (c) any other details as the Employer may consider appropriate.

Only 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.

21.3 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and the presence or absence of a bid security. 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.

21.4 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.

21.5 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

- 21.6 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 21.7 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) the Bid Prices, including any discounts; and
 - (c) any other details as the Employer may consider appropriate.
- Only Price Bids and discounts 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.
- 21.8 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

22. Confidentiality

- 22.1 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.
- 22.2 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.
- 22.3 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.

- 23. Clarification of Bids**
- 23.1 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.
- 23.2 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.
- 24. Deviations, Reservations, and Omissions**
- 24.1 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.
- 25. Preliminary Examination of Technical Bids**
- 25.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.
- 25.2 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 and
 - (d) Technical Proposal.
- 26. Responsiveness of Technical Bid**
- 26.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself.
- 26.2 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.

- 26.3 The Employer shall examine the technical aspects of the Bid submitted. Technical Proposal, in particular, to confirm that all requirements of Section 5 (Employer's Requirements) have been met without any material deviation or reservation.
- 26.4 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.
- 27. Nonconformities, Errors, and Omissions**
- 27.1 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.
- 27.2 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.
- 27.3 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).
- 28. Qualification of the Bidder**
- 28.1 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).
- 28.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 28.3 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.
- 29. Correction of Arithmetical Errors**
- 29.1 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; and
- (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

29.2 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.

30. Evaluation of Price Bids

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

30.2 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.
- (c) price adjustment due to discounts offered.
- (d) adjustment for nonconformities.
- (e) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

30.3 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.

30.4 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.

- 31. Comparison of Bids** 31.1 The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid.
- 32. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 32.1 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

- 33. Award Criteria** 33.1 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.
- 34. Notification of Award** 34.1 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.
- 34.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. After the award of contract, 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 contract award, requests a debriefing.
- 35. Signing of Contract** 35.1 After notification, the Employer shall send the successful Bidder the proposed Contract Agreement for signing.
- 36. Performance Security** 36.1 Within fifteen (15) days from issue of letter of acceptance/intent by the Employer, the successful Bidder shall furnish the performance security using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Employer.
- 36.2 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. 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.