SECTION 1

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

1.1 The **Engineer-in-Chief, PHE Department** invites bids for the execution of **Augmentation of Greater Mamit Water Supply Scheme – Part – II (Clear Water and Distribution System)** and referred to as "the works" as per details given in invitation for Bid (IFB).

1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

1.3 Throughout these Bidding Documents, the term and their derivatives (Bidder/Tenderer, Bid/ Tender, Bidding/ Tendering, etc.) are synonymous.

2. Source of Funds

2.1 The Department has arranged the funds from **North East Special Infrastructure Development Scheme (NESIDS)**. Payments to Contractors shall be subject to release of funds by funding agency and formal Administrative Approval and Expenditure Sanctions of the Government of Mizoram.

3. **Eligible Bidders**

3.1. This Invitation for Bid is open to all Class-I Contractors, registered under PHED Mizoram, CPWD and Indian Railways provided that their registration is valid at the time of intended date of opening the Bid.

3.2. All Bidders shall provide in Section 2, Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Department, to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

3.3. Government owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with sub-clause 37.1 of ITB.

3.5 DELETED

4. Qualification of the Bidder

4.1 All Bidders shall provide in Section 2, Qualification Information and Other Forms, a preliminary description of the proposed work method and Schedule, including drawings and charts as necessary. The proposed methodology should include program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion.

4.2 **DELETED**

4.3 All Bidders shall include the following information and documents with their Bids in Section 2.

a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
b) Total monetary value of construction work performed for each of the last five years.
c) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts.
d) Major items of construction equipment to be deployed for carrying out the Contract
e) Qualifications and experience of key site management and technical personnel proposed for the Contract;

f) Reports on the financial standing of the Bidder, such as profit and loss statements and audit for the past five years;
g) Evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Banker (not more than 3 months old).
h) Undertaking that the Bidder will be able to invest a minimum of cash up to 25% of the contract value of work, during implementation of work;
i) Authority to seek references from the Bidder's Bank.
j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the Parties and disputed amount.
k) Proposals for subcontracting components of the Works amounting to more than 10% of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
l) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications with the stipulated period of completion as per milestones.

4.4 **A. To qualify for award of the contract, each Bidder in its name should have in the last five years as referred to in Appendix to ITB**.

a) Achieved a minimum annual financial turnover (in all classes of Civil Engineering construction works only) amount indicated in **Appendix to ITB** in any one year (usually not less than two and a half times of the estimated annual payments under the contract).
b) Satisfactorily completed (not less than 90% of contract value), as prime contractor (or as a nominated sub-contractor, where the sub-contract involved execution of all main items of work described in the Bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than **amount indicated in Appendix to ITB** (usually not less than 50% of estimated value of contract).
c) Deleted
d) The Bidder or his identified sub-contractor should possess required valid license for executing the electrical works of **Sub-Station of minimum rating as indicated in Appendix to ITB** or higher, and should have executed similar works for a **minimum amount as indicated in Appendix to ITB** in any one year.
e) The Bidder should have executed similar works for a minimum amount **as indicated in Appendix to ITB** in any one year.

B. Each Bidder should further demonstrate:

a) Availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this Contract;
*Note: Based on studies carried out by the Engineer, the minimum suggested major equipments to attain the completion of works in accordance with the prescribed construction schedule are shown in **Annexure –I to ITB***. The bidders should, however undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in Clause 4.3(l) above to allow the Department to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposal along with the cycle time for each operation for the given production capacity to match the requirements.
b) Availability of personnel with adequate experience as required for this work as per **Annexure-II to ITB**
c) Liquid assets and/or availability of credit facilities of no less than **amount indicated in the Appendix to ITB**. (Credit lines/letter of credit/Certificates from Bank for meeting the funds requirement, etc. –usually the equivalent of the estimated cash flow for 3(three) months in peak construction period.)

C. To qualify for a package of contracts and other contracts for which Bids are invited in the IFB, the Bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 DELETED

4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4A(d) above.

4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The availability bid capacity will be calculated as under:

Assessed Available Bid Capacity = A x N x 2 – B

Where

A = Maximum value of works executed in any one year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next ____ years (Period of completion of the works for which bids are invited)

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge, not below the rank of an Executive Engineers or equivalent.

4.8 Even though the bidders meet the above qualifying criteria; they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- participated in the previous bidding for the same works and had quoted unreasonable high bid prices and could not furnish rational justification to the Department.

4.9 All **Plants and Machineries indicated in the Annexure-I to ITB** and all related components that are proposed to be supplied in the Contract shall be of reputed Company's Brochure, make and relevant literature of the manufacturing company should be submitted along with the bid.

4.10 All Bidders shall provide in Section 2, Qualification Information and Other Forms, Certificate of Understanding with the Manufacturer/Dealer of the **Plants and Machineries indicated in the Annexure – I to ITB** to be supplied in the Contract that they shall authorize the Bidder to supply, erect, test and commission and provide after sales services of the equipments.

5.0 **One Bid per Bidder**

Bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid for one package (other than as a sub-contractor or in case of alternatives that have been permitted or requested), will cause all the proposals with the Bidder's participation to be rejected.

6.0 Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Department shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.0 **Site Visit**

7.1 The Bidder, at his own responsibility and risk, is encouraged to visit and examine the Site of Works and its

Surroundings and obtain information that may be necessary for preparing a responsive 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.

B. BIDDING DOCUMENTS

8. Content of the Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and any addenda issued in accordance ***with Clause 10 of ITB:***

Section	Particulars
1	Invitation for Bids (IFB)
2	Instructions to Bidders (ITB) with Appendix and Annexure
3	Qualification Information, Agreement, Securities and other forms
4	Condition of Contracts
5	Contract Data
6	Technical Specifications
7	Bill of Quantities (Financial Bid)
8	Drawings

8.2 Of the three sets of the bidding documents supplied, two sets should be completed and returned with the bid.

8.3 The Bidder is expected to examine carefully all instructions, conditions of Contract, Contract Data, Terms, and Technical specifications, Bill of Quantities, Forms, Annexes and Drawings in the Bidding Documents. Failure to comply with the requirement of this contract shall be the own risk of the Bidder. Pursuant to Clause 26 hereof, Bids which are not substantially responsive to the requirements of the Bidding Documents shall be rejected.

9. **Clarification of the Bidding Documents**

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Department in writing or by cable (hereinafter "cable" includes telex, facsimile and email) at the address of **Officer inviting the Bid as indicated in the Appendix to ITB**. The Department will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Copies of The Department's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 **Pre-bid meeting**

9.2.1 The Bidder or his Official representative is advised to attend the Pre-bid meeting which shall be held at the **Address, Venue, Time and Date as indicated in the Appendix to ITB .**

9.2.2 The purpose of the meeting will be to clarify issue and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidders may submit any questions in writing or by cable to reach the Department not later than one week before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in **Sub-Clause 8.1** which may become necessary as a result of the pre-bid meeting shall be made by the Department exclusively through the issue of an Addendum pursuant to **Clause 10 of ITB** and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 At any time prior to the deadline for submission of bids, the Department may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum in writing or by cable to The Department. The Department will assume no responsibilities for postal delays.

10.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, The Department may, at his discretion, extend as necessary, the deadline for submission of bids, in accordance with **Sub-Clause 20.2 of ITB below.**

C. PREPARATION OF BIDS

11 Language of the Bid

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

12. Documents Comprising the Bid:

12.1 The Bid to be submitted by the Bidder shall be in two separate parts:

Part - I shall be named '**TECHNICAL BID'** and shall comprise of the following:

i. Form of Technical Bid as per Form-I(A) in Section 2
ii. Bid Security in the form specified in Clause 16 of ITB
iii. Qualification information and supporting documents as specified in Section 2
iv. Certificates, undertakings, Affidavits as specified in section 2
v. Undertaking that the bid shall remain valid for the period specified in Clause 15:1
vi. Certificate of Understanding in pursuant to Sub-Clause 4.10 of ITB;
vii. Any other relevant documents the Bidder may like to enclose.

Part - II shall be named **'FINANCIAL BID'** and shall comprise:

i. Form of Price Bid as per Form –1(B) in section 2
ii. Priced Bill of Quantities for ítems specified in Section 6

Each part will be separately sealed and marked in accordance with the sealing and marking instructions in Clause 19.

12.2 The bidder shall prepare 2 copies of the bid, marking them **Original** and **Copy** respectively.

12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Sections	Particulars
1	Invitation for bid (IFB)
2	Instructions to Bidders (ITB)
3.	Conditions of contract
4.	Contract data
5.	Technical Specification
6.	Drawings

13 Bid Prices and Discounts

13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be fixed for the entire duration of the Contract and shall not be subject to escalation and adjustment on any account [For contracts up to 24 (twenty four) months period]. However, only statutory variation limited to duties and taxes are considered for adjustment in contract price.

14. Currencies of Bid and Payment

14.1 The unit rate and the prices shall be quoted by the bidder entirely in Indian Rupees and the payments shall be made in Indian Rupees

15 Bid Validity.

15.1 Bids shall remain valid for a period as **specified in the Appendix to ITB (***normally not less than 45 days after the deadline for bid submission specified in* ***Clause 20 of ITB*****)**. A bid valid for a shorter period shall be rejected by the Department as non-responsive. In case of discrepancy in Bid Validity period between that in the **undertaking pursuant to Clause 12.1(v)** and the Form of Bid submitted by the Bidder, the later shall be deemed to stand corrected in accordance with the former and the Bidder has to provide for any additional security that is required.

15.2 In exceptional circumstances, prior to expiry of the original time limit, The Department may request the bidders to extend the period of validity for a specified additional period. The request and responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in **Sub-Clause 15.3** hereinafter, but will be required to extend the validity of his bid security for a period of the extension, in compliance with **Clause 16** in all respects.

15.3 In the case of Contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Department requests and the Bidder agrees to an extension of the validity period, the Contract price, if the Bidder is selected for award shall be the Bid Price corrected as follows:

The price shall be increased by the factor of 0.2% for each week or part of that has elapse from the expiration of the initial Bid Validity to the date of issue of Letter of Acceptance to the successful Bidder

15.4 Bid evaluation will be based on the Bid Price without taking into consideration the above correction.

16 Bid Security (Earnest Money - EM)

16.1 The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as shown in column 4 of the table of IFB for this particular work. The Bid Security shall be in favor of **the Officer who invites the Bid as named in the Appendix to ITB** and may be in one of the following forms:

- Receipt in Challan of cash deposit in the Government Treasury of Mizoram
- Certified Cheque or Bank Draft in favor of the Officer inviting the Bid payable at Aizawl
- Bank Guarantee from any Scheduled Indian Bank operating in Mizoram in the format given in Section - 2
- Fixed Deposit Receipt (FDR) issued by any Scheduled Indian Bank approved by the Reserve Bank of India and located in Mizoram

16.2 Bank Guarantees (and other instruments having fixed validity) issued as surety for the Bid shall be valid for 45 days beyond the Bid validity.

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

16.4 The Bid Security of unsuccessful bidders will be returned within 28 (twenty eight) days of the end of the Bid Validity period specified in Sub-Clause 15.1.

16.5 The Bid Security of the successful bidder will be released after he has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security may be forfeited, if ;

(a) the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
(b) the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
(c) the successful Bidder fails within the specified time limit to
  (i) sign the Agreement or
  (ii) furnish the required Performance Security.

17 **Alternative Proposals**

17.1 Bidders shall submit offers that fully comply with the requirements of the Bidding Documents, including the conditions of contract, basic technical design as indicated in the Drawing and Specifications. Conditional Offer will not be considered in the process of Tender Evaluation.

18. Format and Signing of Bid

18.1 The Bidder shall prepare one '**Original'** and one **'Copy'** of the documents comprising the bid as

described in **Clause 12 of the ITB,** bound with the volume containing the 'Technical Bid' and separate parts and clearly marked '**Original**' and '**Copy'** as appropriate. Alternative Bid, if permitted, shall be clearly marked **"Alternative".** In the event of discrepancy between the 'Original' and the 'Copy', the Original shall prevail.

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

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

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the 'Original' and 'Copy' of the Bid in separate envelopes, duly marking the envelopes as '**ORIGINAL'** and '**COPY**'. These two envelopes (called Outer and inner Envelope) sha**ll** contain two separate sealed envelopes, marked **'TECHNICAL BID'** and '**FINANCIAL BID'.** Each set of

ORIGINAL and '**COPY'** shall bear additional markings as follows:

1) **ORIGINAL** or **COPY**, as the case may be;
2) **TECHNICAL BID**: To be opened on **31st August 2022** in the presence of Evaluation Committee.
3) **FINANCIAL BID:** Not to be opened except with the approval of Evaluation Committee.
4) The Contents of the TECHNICAL BID and FINANCIAL BID shall be as specified in Clause 12.1 **of ITB**.

19.2 The Inner, Outer and separate envelopes containing Technical and Financial Bids shall:

1) Be addressed to the Officer inviting the Bid at the address **given in the Appendix to ITB;**
2) Bear 'I**dentification' and 'Name' as indicated of in work the Appendix to ITB**.

19.3 If the Outer Envelope is not sealed and marked as above, the Department will assume no responsibility for the misplacement or premature opening of the bid.

19.4 In addition to the identification required in Sub Clause 19.1 and 19.2 **of ITB**, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to clause 21, or the Evaluation Committee declares the bid as non-responsive pursuant to clause 23.

20. Deadline for Submission of the Bids

20.1 Complete Bids (including Technical and Financial) must be received by the Department at the address specified above not later than the **deadline of submission of Bid as indicated in the Appendix to ITB**. In the event of the specified date for submission of bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.

20.2 The Department may extend the deadline for submission of bids by issuing an amendment in accordance with **Sub-Clause 10 of ITB**, in which case all rights and obligations of the Department and the bidders previously subject to the original deadline will then be subject to the new deadline.

21.0 **Late Bids**

21.1 Any Bid received by the Department after the deadline prescribed in **Clause 20 of ITB** will be returned unopened to the bidder.

22.0 **Modification and Withdrawal of Bids**

22.1 Bidders may modify/ withdraw their bids by giving notice to the Department in writing before the deadline prescribed in **Clause 20 or pursuant to Clause 23 of ITB.**

22.2 Each Bidder's modification or withdrawal marked, and delivered in accordance with **Clauses 18 & 19,** with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as

appropriate.

22.3 No bid may be modified or withdrawn after the deadline for submission of Bids except in pursuance of Clause 23.

22.4 Withdrawal or Modification of a Bid after the deadline for submission of bids and the expiration of the period of Bid Validity specified in Clause 15.1 of ITB above or as extended pursuant to Clause 15.2 of ITB may result in the forfeiture of the Bid Security pursuant to Clause 16 of ITB.

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

E. BID OPENING AND EVALUATION

23. Bid Opening

23.1 On the due date and appointed time and appointed venue **as specified in the Appendix to ITB**, the Department will open all Bids received (except those received late) including modifications made pursuant to clause 22 in presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.

23.2 The Envelopes marked '**Withdrawal'** shall be read out and opened first. Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 22 of ITB shall not be opened.

23.3 The Envelope containing **Technical Bi**d only shall be opened. The amount, forms and validity of the Bid Security furnished with the bid will be announced. If the Bid Security furnished does not conform to the amount and validity period as specified in the IFB, and has not been furnished in the form specified in Clause 16, the remaining Technical Bid and the sealed Financial Bid will be returned to the Bidder.

23.4

i) Only the Bids accompanied with valid Bid Security will be taken up for evaluations with respect to the Qualifications Information and other Information furnish in Part –1(Technical Bid) of the bid pursuant to clause 12.1.
ii) The Department shall, within 7 days of opening the Technical Bid, notify to the Bidders the scheduled date of opening of Financial Bid and the Department may, if necessary, ask the bidder in writing to clarify or modify their technical bid with respect to any rectifiable defects.
iii) The bidders will respond in not more than 7 days of issue of the clarification letter,
iv) Within 3 days of receipt of these clarifications the Evaluation Committee will finalized the list of responsive bidders whose financial bids are eligible for considerations.
v) Usually in not later than 21(twenty one) days of opening of the technical bid, the Financial Bid of the responsive Bidders shall be opened.

23.5 If, as a consequence of modification carried out by the bidder in response to sub clause 23.4 of ITB, the bidder desire to modify their financial bid, they will submit the modification in separate sealed envelope so as to reach the Department before the scheduled date for opening of the financial bid as notified pursuant to Sub-clause 23.4 above. The envelope shall have clear marking **"MODIFICATION TO FINANCIAL BID, not to be opened except with the approval of the Evaluation Committee"**.

23.6 At the time of opening financial bid, the name accordance with clause 23.4 (iv) will be announced. The financial bid of only these bidders will be opened. The remaining Financial Bid will be returned to the respective bidders unopened. The responsive bidder's name, the bid prices, the total amount of the bid, any discount, bid modification and withdrawal, and such other details as the Department may consider appropriate, will be announced during the opening. Any bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.

23.7 In case bids are invited in more than one package, the order for opening of the Financial Bid shall be that in which they appear in the ITB.

23.8 The Department shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub clause 23.6 and the Minutes shall form part of the Contract.

24. Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of the successful Bidder has been announced. Any efforts by a Bidder to influence the Department's processing of Bid may result in disqualification.

25 Clarification of Bids

25.1 To assist in the examination, evaluation and comparison of Bids, the Department may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except the correction of arithmetic errors discovered by the Department in the evaluation of the Bids in accordance with **Clause 27 of ITB.**

25.2 Subject to **Sub-clause 24.1 of ITB,** no Bidder shall contact the Department on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Department, he should do so in writing.

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

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

26.1 During the detailed evaluation of Technical Bids, The Department will determine whether each Bid

(a) meets the eligibility criteria defined in Clause 3 and 4
(b) has been properly signed;
(c) is accompanied by the required Securities and;
(d) is substantially responsive to the requirements of the Bidding documents.

During the detailed Evaluation of financial bids, the responsiveness of the bid will be further determine with respect to the remaining bid conditions, i.e, price bill of quantities, technical specification, and drawings.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one:

(a) Which affects in any substantial way the scope, quality or performance of the Works;
(b) Which limits in any substantial way, inconsistent with the Bidding Document, the Department's right or the Bidder's obligations under the Contract
(c) Whose rectification would affect the fair competitive position of other Bidders presenting substantially responsive Bid.

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

27. **Correction of Arithmetical Errors**

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

(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern;
(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the 'Financial Bid' will be adjusted by the Department in accordance with the above procedure for the correction of errors and the Bid amount adjusted in the following manner:

a) If the Bid Price increases as a result of these corrections, the amount as stated in the Bid will be the 'Bid Price' and the increase will be treated as rebate
b) If the Bid Price decreases as a result of the corrections, the decreased amount will be treated as the 'Bid Price'.

Such adjusted Bid Price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid security may be forfeited in accordance

with Sub-Clause 16.6(b) of ITB.

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29 **Evaluation and Comparison of Financial Bids**

29.1 The Department will evaluate and compare only the Bids determined to be substantially responsive in accordance with **Sub-Clause 26.2 of ITB**

29.2 In evaluating the Bids, the Department will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause 27 of ITB; or

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 22.5 of ITB

29.3 The Department reserves the right to accept or reject any variation or deviations. Variations and Deviations and other factors, which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Department, shall not be taken into account in Bid evaluation

29.4 The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Department's estimate of the cost of work to be performed under the contract, the Department may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed. After evaluation of the price analysis, the Department may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful bidder to a level sufficient to protect the Department against financial laws in the event of default of the successful bidder under the contract.

29.6 A Bid which contains several items in the Bill of Quantities which are unrealistically priced low or unrealistically priced high and which cannot be substantiated satisfactorily by the Bidder, may be rejected.

29.7 Requirement of submission of analysis by the contractor should be complied and submitted to the Nodal officer or his nominee within the stipulated time fixed by the Nodal officer or his nominee failing which the bid would be treated as non responsive.

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F. AWARD OF CONTRACT

31. Award Criteria

31.1 Subject to Clause 32 of ITB, the Department will award the Contract to the Bidder whose Bid has been determined

i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price,

ii) To be within the available Bid Capacity adjusted to account for his Bid Price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the Contract shall be awarded to any Bidder whose available Bid Capacity is less than the evaluated Bid Price, even if the said Bid is the lowest evaluated Bid. The Contract will in such cases be awarded to the next lowest evaluated Bid Price.

32. The Department's Right to accept any Bids and to reject any or all Bids

32.1 Notwithstanding Clause 31 of ITB, the Department reserve the right to accept or reject any bill, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Department's action.

33. Notification of Award and Signing of Contract Agreement.

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Department prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. The Department will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter called "Contract Price").

33.2 The notification of award will constitute the formation of the Contract subject only to the furnishing

of a Performance Security in accordance with the provisions of **Clause 34 of ITB** and signing of Contract Agreement.

33.3 The Contract Agreement will incorporate all agreements between the Department and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder within 7 days following the notification of Letter of Acceptance. Within 7 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4 Upon the successful Bidder furnishing the Performance Security and signs the Contract Agreement, the employer shall notify to the contractor to proceed with the work.

33.5 Upon the successful Bidder furnishing the Performance Security and signs Agreement, the Department, will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

34. Performance Security

34.1 Within the **time specified in the Appendix to ITB**, the successful Bidder shall deliver to The **Engineer-in-Charge** a Performance Security in any of the forms given below for an amount equivalent to **the amount indicated in the Contract Data** plus additional security for unbalanced bids in accordance with Clause 29.5 of ITB and Clause 52 of the Conditions of Contract.

- A Bank Guarantee in the form given in Section 2; Qualification Information; issued by Nationalized / Scheduled Indian Bank operating in Mizoram or
- Certified Cheque/Bank Draft as indicated in the Appendix to ITB.

34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a Nationalized/Scheduled Indian Bank operating in Mizoram.

34.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 of ITB shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.

35. Advance Payment and Security

35.1 The Department shall, if applied by the Contractor, provide an advance payment on the contract price as stipulated in **Section 3; Conditions of Contract**, subject to maximum amount as stated in **Section 4; Contract Data.**

36. Dispute Redress Committee:

35.1 The Dispute Redress Committee shall be as constituted by the Government of Mizoram as details mentioned in **Clause 31 of Section 3; Conditions of Contract.**

37 Corrupt or Fraudulent Practices

37.1 The Employer requires that Bidders under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) defines, for the purpose of these provisions, the terms set forth below as follows:

(i) "corrupt practice" means offering gift to influence the action of a public official in the procurement process or in contract execution;
and

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

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a Bidder in eligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

37.2 Furthermore, Bidders shall be aware of the provisions stated in Sub-Clause 23.2 and Sub-Clause 59.2 of Section 3; the Conditions of Contract.

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