

Section 1: Instructions to Bidders

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

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A. General	
1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), National Capital Region Transport Corporation Ltd. (NCRTC), hereinafter referred to as the 'Employer', issues this Bidding Document for the Procurement of Works as specified in Section 6 (Employers Requirements). The name, identification, and number of contract(s) are provided in the BDS.</p> <p>This Bidding Document is not transferable.</p>
	<p>1.2 Throughout this Bidding Document,</p> <p>(a) the term "in writing" means communicated in written form and delivered against receipt;</p> <p>(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</p> <p>(c) "day" means calendar day.</p> <p>(d) "week" means a period of seven days.</p>
	<p>1.3 Instructions of using e-procurement portal of NIC for Bid Searching, Preparation and Submission:</p> <p><u>Instructions of using e-procurement portal for Bid Searching, Preparation and Submission:</u></p> <p>The Bidders are required to submit soft copies of their bids electronically on the e-procurement portal of NIC https://etenders.gov.in/eprocure/app, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-procurement Portal.</p> <p>More information useful for submitting online bids on the Portal may be obtained on the same portal of NIC.</p> <ol style="list-style-type: none"> 1) Bidders are required to enroll on the above mentioned e-Procurement portal by clicking on the link "Online bidder Enrollment" on the Portal which is free of charge. In case of intended Joint Venture Lead partner shall enroll on the above mentioned e-procurement portal. 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement Portal. 4) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile. 5) Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

	<p>SEARCHING FOR BID DOCUMENTS</p> <ol style="list-style-type: none"> 1) There are various search options built in the e-Procurement Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a bid published on the e-procurement Portal. 2) Once the bidders have selected the bids they are interested in, they may download the required documents / bid schedules. These bids can be moved to the respective 'My Bids' folder. This would enable the e-procurement Portal to intimate the bidders through SMS / e-mail in case there is any addendum/corrigendum issued to the bid document. <p>The bidder should make a note of the unique Bid ID assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.</p> <p>PREPARATION OF BIDS</p> <ol style="list-style-type: none"> 1) Bidder should take into account any corrigendum/addendum published on the Bid Document before deadline of submission of Bids. 2) Bidder should go through the IFB and the bid document carefully to understand the documents required to be submitted as part of the bid. It may be noted that, the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. 3) Bidder, in advance, should get ready the Bid Documents to be uploaded as indicated in the Bid Document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. <p>Note: <i>My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.</i></p> <p>SUBMISSION OF BIDS</p> <ol style="list-style-type: none"> 1) Bidder should log into the web site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. 2) The Digital Signature (DSC) used for uploading of the bid submission shall be of the person duly authorized through power of attorney (POA) by the Bidder. 3) The bidder has to digitally sign and upload the required bid documents
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	<p>one by one as indicated in the bid document.</p> <p>4) Bid processing fee by e-Procurement portal is NIL.</p> <p>5) Bid Security: Bidder should submit the Bid Security as per the instructions specified under ITB 19 of the bidding document.</p> <p>6) Bidders are requested to note that they should necessarily submit their Price Bids in the format provided and no other format is acceptable. If the Price Bid has been given as a standard BOQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the submitted BOQ file is found to be modified or altered or substituted the bid shall be treated as non-responsive and shall be rejected.</p> <p>(Note: - Financial Bid and Price Bid are synonymous wherever mentioned in the Bid Documents)</p> <p>7) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>8) All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.</p> <p>9) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.</p> <p>10) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.</p> <p>11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>ASSISTANCE TO BIDDERS</p> <p>1) Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid.</p> <p>Any queries relating to the process of online bid submission or queries relating to e-procurement Portal in general may be directed to the 24x7 e-procurement Portal (CPP) Helpdesk.</p> <p>For any Technical queries related to Operation of the Central</p>
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	<p>Public Procurement Portal Contact at:</p> <p>Tel: The 24 x 7 Telephonic Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.</p> <p>E-Mail: cppp-nic[at]nic[dot]in, support-eproc[at]nic[dot]in</p>
2. Source of Funds	<p>2.1 The required funds have been sourced by the Employer, unless the funding agency is specified in the BDS, in such cases ITB 2.2 will be applicable.</p>
	<p>2.2</p> <ul style="list-style-type: none"> i) the Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Funding Agency 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. ii) payments by the Funding Agency will be made only at the request of the Borrower and upon approval by Funding Agency in accordance with the terms and conditions of the Financing Agreement between the Borrower and Funding Agency (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	<p>3.1 The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (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) "abuse" means theft, waste or improper use of assets related to Employer-related activity, either committed intentionally or through reckless disregard; (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual

	<p>obligations, or compliance with applicable laws and regulations;</p> <p>(vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an Employer's investigation, or deliberately making false statements to investigators, with the intent to impede an Employer's investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to Employer- investigation or from pursuing the investigation; or (c) Employer reserves the right directly or through their Auditors to inspect accounts, records and other documents relating to the bid submission and contract performance pertaining to contractor, supplier, sub-contractor. Deliberate acts intended to impede the exercise of Employer's contractual rights of audit or inspection or access to information; and</p> <p>(viii) "integrity violation" including (i) to (vii) above including failure to adhere to the highest ethical standard.</p> <p>(b) has the right to reject the bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, abusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>(c) will sanction a bidder or its successor, including declaring ineligible, for a stated period of time, to participate in Employer's activities, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive, abusive, conflict of interest, coercive and integrity violation in competing for, or in executing a contract of the employer.</p> <p>(d) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder may be</p> <p>i) disqualified and banned for further business dealings for a period of up to Two (02) years with the Employer forthwith if not yet appointed as the bidder either by issue of Letter of Acceptance or entering into of the Agreement.</p> <p>ii) And if the bidder has already been issued the Letter of Acceptance or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this bid document, be banned for further business dealings with the Employer for a period of up to Two (02) years, by a communication in writing by the Employer to the bidder, without the Employer being liable in any manner whatsoever to the bidder or the bidder, as the case may be. Further the Contract of the bidder may be terminated and the decision of Employer in this regard shall be final and binding on the bidder. In case the contract is terminated, Employer shall forfeit and appropriate the Performance Security (to be treated as mutually agreed pre-estimated compensation and damages payable to the Employer for, inter alia, time cost and efforts of the Employer), without prejudice to any other right or remedy that may be available to the</p>
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	<p>Employer.</p> <p>iii) In case the bidder is a JV, the above provisions shall be applicable on all the partners of the JV.</p>
4. Eligible Bidders	<p>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 (JV). Incorporation of JV is not mandatory.</p> <p>Throughout this bidding document, including under Section 1, Section 2, Section 3, and Section 4, the expressions “Joint Venture” or “JV” means a joint venture, association, consortium or other unincorporated grouping of two or more persons/Entities, whether in the form of a partnership or otherwise. Similarly, in the context of Joint Venture, throughout the bidding document, the word “leader”, as stipulated under the General Conditions of Contract is synonymous with the word “Representative” and with the words “lead partner” and with “Lead Partner”; the word “member” is synonymous with the word “partner” and with “Partner”; and the word “members” is synonymous with “partners” and with “Partners”.</p> <p>(a) In case of Single Entity (An entity that cannot be further differentiated into units with their own legal identities):</p> <ul style="list-style-type: none"> i.) Submit Power of Attorney (As per Form ELI-4) authorizing the signatory of the bid to commit the bidder. ii.) Bidder shall also furnish Form ELI-1 and documents required therein with their technical submission. <p>(b) In the case of a Joint Venture,</p> <ul style="list-style-type: none"> i.) Lead Partner must have majority share participation in the JV and no JV partner shall have less than 26% shares or as specified in BDS in JV. In case of JV, change in constitution or percentage participation shall not be permitted at any stage after the bid submission otherwise the bidder shall be treated as non-responsive. ii.) all partners shall be jointly and severally liable; and iii.) 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. iv.) Submit Form ELI-2, ELI-3, ELI-4 and ELI-5 given in Section 4: Bidding Forms, with their technical bid submission. v.) Submit Power of Attorney by individual partners to the Lead Partner as per the form given in Section 4. vi.) In case a Joint Venture is the successful bidder, the detailed Joint Venture Agreement as per format stipulated in Section 9, Contract Forms shall be entered by the Joint Venture partners. The duly signed detailed Joint Venture Agreement shall be submitted to the Employer within 28 days of notification of award along with the Performance Security.

	<p>4.2 a) The Bidder, and all parties constituting the Bidder (including Sub-Contractor if permitted), is/are registered by the Competent Authority, if required so, as per the restrictions under 144(xi) of the General Financial Rules (GFRs) as issued by Letter Number F.7/10/2021-PPD(1) dated 23.02.2023 of Procurement Policy Division, Department of Expenditure (DoE) under Ministry of Finance; Government of India or any subsequent amendment on the subject matter issued by Government of India till Deadline for Bid Submission.</p> <p>b) All the Bidders, irrespective of the Country of incorporation, will also have to certify that they are either not required to be registered OR are registered, if required to do so under 4.2 (a) (Refer Bidding Form UT – 2).</p> <p>c) In the event that the Contract is awarded to a foreign Bidder, such foreign Bidder shall be required to follow Applicable Laws in India as regards services by a foreign bidder. Foreign Bidder will be those Bidders whose country of Registration/Incorporation is other than INDIA.</p>
	<p>4.3 A Bidder or any of its constituents shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:</p> <p>(a) they have controlling shareholders in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy from any of them; or</p> <p>(c) they have the same legal representative for purposes of this bid; or</p> <p>(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</p> <p>(e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture. A bidder who participate in more than one Bid will cause all of the proposals in which the bidder has participated to be disqualified. No Bidder can be a Sub-Contractor while submitting a bid individually or as a partner of a Joint Venture in the same Bidding process. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)-(d) above a bidder, if acting in the capacity of Sub Contractor in any Bid, may participate in more than one Bid, but only in that capacity.</p> <p>(f) a Bidder or any of its constituents, Joint Venture partner, associates, parent company, 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</p> <p>(g) a Bidder was affiliated for any period(s) during last two years before the date of issue of Invitation for Bids with a firm or entity that has been hired (or is proposed to be hired) to work as Engineer for the subject contract; or</p> <p>(h) <u>Conflict between consulting activities and procurement of goods,</u></p>

	<p><u>works or non-consulting services (i.e., services other than Consulting Services):</u> A firm that has been engaged by the Employer to provide goods, works, or non-consulting services for a project, or any of its affiliates that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of the Project, or any of its affiliates that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from subsequently providing goods or works or non-consulting services (other than Consulting Services) resulting from or directly related to the Consulting Services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors or suppliers) which together are performing the Contractor's obligations under a turnkey or design and build contract.</p> <p>(i) <u>Conflict among consulting assignments:</u> Neither Consultants (including their personnel and sub-consultants), nor any affiliates that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant.</p> <p>(j) In the case of a Consultant or any entity affiliated with the Consultant, is already part of providing any services for the Project to the Employer, the Consultant shall ensure that the Proof Checking / validation / recommendation for approval of conflicting services / documents shall be carried out by an independent third party from the empaneled list as provided by the Employer in the Bid Data Sheet. The cost of these services shall be borne by the Consultant. (Eg a firm working as a Detailed Design Consultant for NCRTC for the same project, if selected as a General Consultant, shall have to get the Proof Checking / validation / recommendation for approval of those services / documents of the conflicting services from a third party from the empanelled list at their own cost).</p> <p>In such a case, the corresponding Experts to carry out the conflicting services shall be of the third party. CVs of such experts shall be submitted by the Consultant duly signed by the third party, for approval of the Employer prior to their deployment. These Experts shall be required to satisfy the minimum qualification and experience requirement for their respective positions stated in Section-06 (Scope of Work).</p> <p>(k) <u>Relationship with Employer's Staff:</u> Consultant (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the Employer (or of the Project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the Scope of Work/Terms of Reference, (ii) the selection process for the Contract, or (iii) the supervision of such Contract may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.</p>
	4.4 The bidder shall be disqualified if:

	<p>(a) The Bidder or any of its constituents and/or sub-contractor /sub-consultant included in the bid have been blacklisted/banned for business dealings with Ministry of Housing and Urban Affairs (MoHUA) or by any of its attached or subordinate offices or by any metro rail organizations in India or by Department of Expenditure under Ministry of Finance issuing banning of business applicable over all departments with the banning being valid as on the last date of deadline for submission of bids, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced.</p> <p>(b) The Partner(s) of an existing Joint Venture which has been blacklisted/banned by Ministry of Housing and Urban Affairs (MoHUA) along with any of its attached and subordinate offices or by any metro rail organizations in India or by Department of Expenditure under Ministry of Finance, shall be allowed to participate in the future Bids of the Employer, if that Partner(s) proves its eligibility with documentary evidence of not having been blacklisted/banned in individual capacity for bidding in other organizations.</p> <p>(c) Any previous contract of the bidder or of any of its constituents had been terminated for contractor's failure by MoHUA along with any of its attached and subordinate offices or by any metro rail organizations in India at any time starting from 02 years before the deadline for submission of bids. Provided, however, there is no stay order or declaration by any Court against such termination of the Contract or such termination of the Contract has not been revoked.</p> <p>(d) The bidder or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of bids or thereafter till finalization of bids.</p> <p>(e) The bidder is found ineligible by the Employer, in accordance with ITB-3.</p> <p>(f) The bidder or its constituent(s) has been declared by MoHUA along with any of its attached and subordinate offices or by any metro rail organizations in India to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids.</p> <p>The Bidder shall submit an Affidavit stating that they are not disqualified as per this sub clause (using the Performa given in Section 4) in the Bid submission.</p>
	<p>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.</p>
	<p>4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid-Securing Declaration.</p> <p>4.7 Bidders shall immediately inform the Employer, in case Bidder ceased to fulfill eligibility or Employer requests to provide evidence for their continued eligibility in terms of ITB 4.</p> <p>In case the bidder fails to inform the Employer or submits a false</p>

	affidavit, the Employer has the right to reject the bid and Bidder shall also be liable for Banning of Business dealings by the Employer for a period of upto 02 (Two) years.
5. Eligible Materials, Equipment and Services	5.1 At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services. The materials, equipment and services to be supplied under the Contract shall have their origin from countries as defined in ITB 4.2.
	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	<p>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/corrigenda issued in accordance with ITB 8.</p> <p>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 (BF) Section 5 – Nationality</p> <p>Price Bid in excel format</p> <p>PART II Requirements Section 6 : Scope of Work</p> <p>PART III Conditions of Contract and Contract Forms Section 7 - General Conditions of Contract (GCC) Section 8 – Special Conditions of Contract (SCC) Section 9 - Contract Forms (CF)</p>
	6.2 The IFB issued by the Employer is a part of the Bidding Document.
	6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda/corrigenda, if they were not obtained directly from the source stated by the Employer in the IFB. The complete bid document can be viewed / downloaded by the Bidder from e-procurement portal of NIC https://etenders.gov.in/eprocure/app or can be viewed at official website of NCRTC www.ncrtc.in as mentioned in critical date 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	7.1 A Bidder requiring any clarification on the Bidding Document shall contact the Employer through e-procurement portal of NIC https://etenders.gov.in/eprocure/app or through authorized e-mail id

Visit, Pre-Bid Meeting	<p>of Employer or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The deadline for seeking clarification by the bidder shall not be later than 14 days (up to 17.00 Hrs. IST) prior to the deadline for submission of bids.</p> <p>The Employer will respond to any request for clarification at least 7 days prior to the deadline for submission of bids through e-procurement portal or through authorized e-mail id of Employer.</p> <p>The Employer may, if necessary, amend the Bidding Document as a result of a request for clarification, then it shall do so following the procedure under ITB 8 and ITB 22.2.</p>
	<p>7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p>
	<p>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.</p>
	<p>7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the IFB. The purpose of the meeting will be to clarify issues pertaining to the Bid.</p>
	<p>7.5 The Bidder is requested to upload the Pre-Bid queries on the e-Procurement portal or send in authorized e-mail id of Employer not later than the date and time as mentioned in ITB 7.1 as per the standard proforma provided in Section-4 of the Bidding Document (Form-PQ of Bidding Forms).</p>
	<p>7.6 The text of the questions raised, (including questions raised during the meeting in writing) without identifying the source, and the responses given, together with any responses prepared after the meeting will be uploaded on e-Procurement portal, https://etenders.gov.in/eprocure/app. Any modification to the Bidding Document that may in the sole discretion of the Employer become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the use of an Addendum/Corrigendum pursuant to ITB 8 and ITB 22.2.</p>
	<p>7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>

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/corrigenda.
	8.2 Any addendum/corrigendum issued shall be part of the Bidding Document and shall be uploaded on e-procurement portal https://etenders.gov.in/eprocure/app . The onus is on the Bidders to visit the e-procurement portal to see the addenda/corrigenda published by the Employer.
	8.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum 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 English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation by an authorized translator of the relevant passages in English language. The translated document such as Power of Attorney, supporting documents of Bidder's information (i.e. Certificate of Incorporation, Memorandum of Association, Article of Association, Board Resolutions), documents submitted pertaining to Evaluation and Qualification Criteria (i.e. Experience Certificates, Financial Statements etc.) shall also be attested by Embassy of India in the Bidder's country.
11. Documents Comprising the Bid	11.1 The bidder shall submit their bid on-line on e-procurement portal https://etenders.gov.in/eprocure/app as mentioned in para ITB 21. The Bid shall comprise two parts 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.
	11.2 The Technical Bid shall comprise the following: (a) Letter of Technical Bid; (b) alternative Bids, if permissible, in accordance with ITB 13; (c) Technical Proposal in accordance with ITB 16; (d) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract; (e) Bid Security, in accordance with ITB 19 and ITB 21; (f) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (g) Details of MSEs/Startup Business/ Make in India in accordance

	<p>with ITB 36</p> <p>(h) duly filled bidding forms along with relevant document as mentioned in Section-4: Bidding Forms</p> <p>(i) Any other document required in the BDS.</p>
	<p>11.3 The Price Bid in Excel format shall comprise the following:</p> <p>(a) Letter of Price Bid;</p> <p>(b) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;</p> <p>(c) completed Price Schedules, in accordance with ITB 12 and ITB 14;</p> <p>(d) Any other document required in the BDS.</p>
	<p>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 (In case of existing Joint Venture) / Intended JV Agreement as per Form ELI-3 of Bidding Form.</p>
12. Letters of Bid and Schedules	<p>12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. Bid, if found with modification or alteration or substitution it may be considered as non-responsive and Employer reserves the Right to reject the Bid. All blank spaces shall be filled in with the information requested.</p>
13. Alternative Bids	<p>13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.</p>
	<p>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.</p>
	<p>13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.</p>
	<p>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).</p>
14. Bid Prices and Discounts	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.</p>

	<p>14.2 The Bidder shall quote the prices of the works in accordance with the instructions mentioned in BDS out of the following;</p> <p>a) 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 and shall be evaluated accordingly.</p> <p style="text-align: center;">OR</p> <p>b) In the Bill of Quantities (BOQ), unit, quantity and unit rates and thereby the amount against each item have been indicated. From this Percentage BOQ, price of each schedule has been worked out and indicated in the summary sheet in BOQ. The Bidder shall quote rates as single percentage above/below/at par in figures for each schedule as per format in the 'Percentage BOQ'. Failure to quote the "% excess" or "% less" or "at par" in any schedules shall be treated as "at par" irrespective of any figure in percentage (if indicated) and shall be evaluated accordingly.</p> <p style="text-align: center;">OR</p> <p>c) In the Bill of Quantities (BOQ), unit, quantity and unit rates and thereby the amount against each item have been indicated. From this Percentage BOQ, price of each schedule has been worked out and indicated in the summary sheet in BOQ. The Bidder shall quote rates as single percentage above/below/at par in figures on total amount of all Schedules as per format in the 'Percentage BOQ'. Failure to quote the "% excess" or "% less" or "at par" for the total amount of schedules shall be treated as "at par" irrespective of any figure in percentage (if indicated) and shall be evaluated accordingly.</p> <p style="text-align: center;">OR</p> <p>d) The Bidder shall quote lumpsum price for the work as mentioned in the Bill of Quantity. In case bidder fails to quote the lumpsum amount in the Price Bid for lumpsum schedules, in such case the offer of the bidder shall be considered non-responsive and it shall be summarily rejected.</p> <p style="text-align: center;">OR</p> <p>e) Any combinations of (a), (b), (c) and (d) as mentioned above.</p>
	<p>14.3 The price quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid. Any additional/other discount if offered by the bidder shall be mentioned separately in the Letter of Price Bid. Net offered Price Bid shall be considered after deduction of proposed discounts from total Price of Bid. In case of, absence of the total bid price/Net Bid Price in the Letter of Price Bid, bid may be considered as non-responsive and Employer may reserve the right to reject the bid.</p>
	<p>14.4 The Bidder shall quote any unconditional discounts in terms of percentage figure either on total bid price or against individual schedule price so that the discounts can be evaluated by simple</p>

	<p>arithmetic calculation during financial evaluation of the bids, to arrive at the net total price of the bid. The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1</p> <p>If the net total price cannot be calculated after application of the methodology of the discount(s) quoted, the bid shall be considered without discount and shall be evaluated accordingly.</p> <p>In case of multiple lots, any discount offered for award of any specific combination of contract lots(s) has to be quoted separately for each specific combination and to be submitted in Price Bid.</p>
	<p>14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.</p> <p>(a) In the case of Fixed Price Bid, prices quoted by the Bidder shall be fixed during the currency of the contract and not subject to variation on any account. A Bid submitted with an adjustable price may be treated as nonresponsive and Employer reserves the right to reject the Bid.</p> <p>(b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during currency of the contract to reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the provisions of the Conditions of Contract. A Conditional Bid submitted with a fixed price may be treated as nonresponsive and Employer reserves the right to reject the Bid. The indices and weightings shall be taken for this purpose as provided in the sub-clause Adjustments for Changes in Cost as per General Conditions of Contract.</p>
	<p>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.</p>
	<p>14.7 i. All duties, taxes, and other levies etc. 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. The total Bid Price, inclusive or exclusive of GST and/or Custom duties, shall be in accordance with the details mentioned in BDS.</p> <p>ii. If custom duty is exempted in the project as specified in the BDS, then following provisions shall be applicable:</p> <p>a) The Goods/Plants/ Services/Works (as defined under General Conditions of Contract) imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. (Copy of Notification attached in SCC for ready</p>

	<p>reference).</p> <p>b) Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods/Plants/ Services/Works (as defined under General Conditions of Contract). Importer on Record can be NCRTC or domestic Bidder or domestic JV partner(s). The Contractor shall maintain records of the Goods/Plants/ Services/Works (as defined under General Conditions of Contract) imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods/Plants/ Services/Works (as defined under General Conditions of Contract).</p> <p>c) In case Deemed Export Benefits under Foreign Trade Policy is available, Contractor shall take advantage and consider this in the bid price. Employer shall facilitate the Contractor with reasonable documents for availing the Deemed Export Benefits. However, the responsibility to avail the Deemed Export Benefits or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor.</p> <p>iii. GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of GST invoices as per the prevailing Government rules. Goods and Service Tax (GST) will be paid extra as applicable on the submission of GST Invoices for first Interim payment certificate. The subsequent Interim payment certificate shall be processed for payment upon submission of documentary evidence in the form of Challans/GSTR Form-1 as the case maybe towards payment of GST collected on the previous Interim payment certificates to the GST Authorities. In case proof of GST deposited to authorities is not submitted with IPC, the same will be processed after withholding the GST amount (which was paid on previous IPC to contractor). The same withhold amount will be released only after the submission of documentary evidence (as stated above) to employer. However, if subsequent bills are raised before the return submission date of previous Bill period, the documentary evidence towards payment of GST shall be provided within 7 days from the date of such return filing. The Final payment certificate/single payment certificate, payment shall be released on the undertaking by the contractor/supplier for providing evidence within 07 days from the due date of such return filing for final bill based on GST provision for due dates.</p>
15. Currencies of Bid and Payment	15.1 Bidder shall quote their offer only in INR in the Price Bid unless specified in the BDS.
	15.2 Unless specified in the BDS, bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country and wishing to be paid accordingly may indicate the other currencies schedule wise in the Schedule of Payment Currencies (in maximum three freely convertible foreign currencies in addition to local currency i.e. INR) included in the Price Bid.
	15.3 Bidders may be required by the Employer to clarify their foreign currency requirements are reasonable in which case a detailed breakdown of its foreign currency requirements shall be provided by

	<p>the Bidder to substantiate the amounts included in the unit rates and prices shown in the Schedule of Payment Currencies. If the Employer considers that the requirement of foreign currencies are not reasonable, then Employer reserves the right to consider the Bid as non-responsive.</p>
	<p>15.4</p> <p>A. For evaluation purpose;</p> <ul style="list-style-type: none"> (i) For Section 3: Evaluation and Qualification Criteria (EQC) purpose, the currency other than INR to be converted to INR shall be as per Notes of Section 3: Evaluation and Qualification Criteria. (ii) For the purpose of Price Bid comparison foreign currency part shall be converted to Equivalent INR by adopting exchange rate 28 days prior to the latest deadline for submission of Bids. (iii) The exchange rate shall be as per the website of RBI. In case the reference rate of particular currency on a given date is not available on the website of RBI, it will be taken as per the website of Financial Benchmark India Private Limited (FBIL) as specified in the website of RBI. <p>In case the exchange rate of the particular currency is not available on any date in both the websites as mentioned above, then the selling exchange rate as per the website of the Central Bank of that country to which the currency belongs will be taken to convert that currency to INR. In case the exchange rate of that currency is not directly available in INR then the currency will be first converted to USD and then re-converted to INR as per para above.</p> <ul style="list-style-type: none"> (iv) Bidder in its Bid shall indicate the source used with documentary evidence for conversion and conversion rates used for converting foreign currency into INR. <p>B. For payment purpose;</p> <ul style="list-style-type: none"> (i) The Advance Payment/Interim Payment Certificate (IPC) / Final Payment Certificate (FPC) (without Price Variation adjustment) payment shall be claimed in INR and the invoice shall be submitted in the currencies as per the proportion stipulated in Schedule of Payment Currencies (Section 4, Bidding Forms) by using the reference rate of the conversion of 28 days prior to the last deadline of submission as specified in para A(i) & (ii) above. (ii) Adjustment on account of Price Variation shall be calculated separately in INR, for each period, between two successive dates of measurements for bills and paid along with each bill or separately as claimed by the contractor. <p>Payment against the price variation shall be made to the contractor in accordance with the proportion stipulated in Schedule of Payment Currencies (Section 4, Bidding Forms) by using the reference rate of the conversion on the last day of the period to which a particular interim payment certificate is related as per the methodology specified in para A(i) & (ii) above.</p>

	<p>15.5 Foreign currency requirements generally include the following;</p> <ul style="list-style-type: none"> (a) expatriate staff and labor employed directly on the Works; (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses; (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works; (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works; (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.
	<p>15.6 Payment shall be made electronically in the account of the Contractor as per the details provided by the Contractor.</p> <p>(i) In case the Contractor is an incorporated Joint Venture, the payment shall be made only in the name of Joint Venture.</p> <p>(ii) In case the Contractor is an un-incorporated JV, if requested by the contractor, direct payment to the individual partners/ Lead Partner, if so authorized, of the JV can be made on joint certification by the authorized representatives of individual constituent partners, after making requisite recoveries /deduction from the gross payment. In this case, a notarized detailed Joint Venture Agreement (Section 9: CF) jointly signed by authorized representatives of all the constituent partners of the JV to this effect need to be submitted to the Employer before commencement of the Work. For Tax purpose, JV or Individual partners of JV, as the case may be, shall be required to submit individual Tax invoices.</p> <p>All payments, will be subject to deduction of tax at source in accordance with the provisions of the Indian Income tax Act, Indian Goods & Services Tax laws and any other applicable laws, including any Withholding Taxes (as per applicable provisions/Lower Tax deduction certificate issued by Tax Authorities) etc. Building & Others Construction Workers (BOCW) Cess shall be applicable on Contract Price (excluding GST). The Contractor / individual partners of JV shall take necessary clearance/exemption and registration certificate for Income Tax/GST/Other Taxes, as applicable.</p>
16. Documents Comprising the Technical Proposal	<p>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.</p>
17. Documents Establishing the Qualifications of the Bidder	<p>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).</p>
	<p>17.2 In case Domestic Preference is applicable as specified in BDS, Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information</p>

	required to satisfy the criteria for eligibility as described in ITB 36.
18. Period of Validity of Bids	<p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer.</p> <p>In case of Bid Validity is of shorter period than the Employer has the right to reject the Bid as non-responsive.</p>
	<p>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.</p> <p>If a bid security is requested in accordance with ITB 19, it shall also be extended upto the date mentioned in the letter of request for extension. 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.</p>
19. Bid Security	<p>19.1 Unless Bidder shall furnish as part of its bid, a bid security in stipulated form with requisite validity and for the said amount of Currency as specified in clause 1.2 (a) of IFB (Bid Schedule/Details).</p> <p>a. Bidders are required to upload the duly signed scanned copy of the Bid Security in the e-Procurement portal of NIC (CPP Portal) with the offer on e-procurement portal. However, Original of the same Bid Security which was submitted with the offer on e-Procurement Portal of NIC should also be submitted by the Bidders at the Employer's address indicated in the BDS/IFB before the date and time specified in ITB 22.1. The Original Bid security received in physical form should be the original Bid Security instrument of the scanned copy uploaded in the e-bidding portal of NIC along with the Bid and no deviation whatsoever shall be accepted in this regard.</p> <p>b. The bidder shall be considered as non-responsive in case original Bid Security (in physical form) which was uploaded with the bid on e-bidding Portal, is not submitted to NCRTC before the date and time specified in ITB 22.1</p>
	<p>19.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <p>(a) A Cashiers or Banker's certified cheque or Bank draft drawn on a Scheduled Commercial Bank in India in favour of "National Capital Region Transport Corporation Ltd." payable at New Delhi; or</p> <p>(b) An unconditional bank guarantee (BG) using the Form given in Section 4: Bidding Forms. The bank guarantee shall be from a bank having minimum net worth of over INR 5000 million from the specified banks as under:</p> <p>(i) a Scheduled Commercial Bank in India, or</p> <p>(ii) a Foreign Bank which do not have operations in India is required to provide a counter-guarantee by a scheduled Bank in India, or a Foreign Bank which has a correspondent bank in India is required to submit the Bank Guarantee through the correspondent bank in India,</p>

	<p>(c) The Scheduled Commercial Bank issuing the Bank Guarantee preferably on “Structure Financial Messaging System (SFMS)” platform. In case if Bank Guarantee is issued on SFMS platform then a separate advice of the BG shall invariable be sent by the issuing bank to the Employer’s Bank through SFMS.</p> <p>Further, the Bid Security in Original form along with a copy of “MT760COV/IFN760COV (in case of Bank Guarantee message) / MT767COV/IFN767COV (in case of Bank Guarantee amendment message) Report” sent by the BG issuing Bank Sealed in an envelope shall be submitted as stated in clause 1.2 (a) of IFB.</p> <p>The Issuing Bank shall send the SFMS to:</p> <p>Beneficiary: National Capital Region Transport Corporation Limited Bank Name: HDFC Bank Account No. 50200029737870 IFSC Code: HDFC0000003</p> <p>(d) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of “National Capital Region Transport Corporation Ltd.”</p> <p>The validity / Maturity date of bid security shall be as per the date mentioned in IFB under clause 1.2 (a) (Bid Schedule/Details), or up to the date mentioned in the letter of request for extension, if any under ITB 18.2.</p>
	<p>19.3 Any bid not accompanied by an enforceable and compliant bid security, as required in accordance with ITB 19.1, the Employer has the right to reject such bid</p>
	<p>19.4 The bid security of unsuccessful Bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation. Bid security of the technically qualified bidders other than successful bidder should be returned to them within 30 days after award of the work to successful bidder</p>
	<p>19.5 The bid security of the successful Bidder should be returned after receipt and confirmation of the Performance security and signing of the Contract Agreement by successful bidder</p>
	<p>19.6 The bid security shall be forfeited:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bids (b) if a Bidder misrepresents or omits the facts in order to influence the procurement process; (c) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 45; (ii) furnish a performance security in accordance with ITB 44; (iii) accept the correction of its Bid Price pursuant to ITB 34.2; or (iv) furnish a domestic preference security if so required.

	<p>(d) if the affidavit submitted by the bidder or its constituents in pursuance to ITB clause 4.4 or any of the declarations of Letter of Technical Bid submitted by the bidder has been found to be false at any stage during the process of bid evaluation.</p> <p>(e) In case the bidder who has been exempted for submission of Bid Security being Micro & Small Enterprise/ Startup Business, and;</p> <p>(i) withdraws his Bid during the period of Bid validity; or</p> <p>(ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of bid; or</p> <p>(iii) refuses or neglects to execute the contract; or</p> <p>(iv) fails to furnish the required Performance Security within the specified time,</p> <p>Then such bidders shall be debarred from participating in future bids for a period of up to 02 year from the date of discharge of bid / date of cancellation of LOA / annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Bid Cost / Bid Security.</p> <p>(f) Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.</p>
	<p>19.7 In case the bid security is submitted in the form of Bank Guarantee/FDR, the same shall be subject to verification for its genuineness by the Employer.</p>
	<p>19.8 If the bid security is required as per ITB 19.1, the bid security 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 shall be in the name of any or all of the Joint Venture partners.</p>
	<p>19.9 In case the Bank Guarantee/FDR is submitted in the name of any partner of the JV, then the bidder shall also submit undertaking as per Form UT-5.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Technical Bid (comprising of documents specified in ITB 11.2) and Price Bid (comprising of documents specified in ITB 11.3) shall be submitted online on e-procurement portal of NIC https://etenders.gov.in/eprocure/app only in accordance with the requirements of the Bid Documents.</p>
	<p>20.2 Bid Documents which are to be submitted as scanned documents shall be printed or written in indelible ink (in the case of copies, legible photocopies are also acceptable) and all the pages shall be signed by person or persons duly authorized to sign on behalf of the Bidder before scanning and uploading (in PDF / XLS / RAR / DWF/JPG formats). Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Bidders are advised to ensure clarity and visibility of the contents of scanned documents before uploading the same. All pages of the Bid, where, entries or amendments have</p>

	<p>been made, shall be initialed by the person or persons signing the Bid.</p> <p>This authorization shall consist of a written confirmation as specified below 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. 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 14 (fourteen) days. Failure to provide an acceptable authorization within the specified period the Employer reserves the right to reject the Bid.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> In case of Private/Public Companies, a Power of Attorney (POA) from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. Copy of Board Resolution shall also be submitted, where applicable. In case of proprietorship bidders, Power of Attorney by the Proprietors. In case of partnership bidders, Power of Attorney duly signed by all the partners. In case of Limited Liability partnership (LLP), a POA from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. Copy of Board Resolution shall also be submitted, where applicable. In case of Joint Venture, Power of Attorney duly signed by individual partners to the Lead partner as per the form given in Section-4 with stipulated documents.
	<p>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.</p>
D. Submission and Opening of Bids	
21. Submission of Bids	<p>21.1 Bidders shall upload their bid submission online in accordance with ITB 1.3 on e-procurement portal https://etenders.gov.in/eprocure/app within the stipulated date and time as mentioned in ITB 22.1. The Bidder shall ensure that they retain a copy of the receipt/acknowledgement of their Bid submission which is generated by the system upon successful submission of Bid online.</p> <p>21.2 Bids sent through any other means of transmission except as mentioned above shall be treated as invalid and shall stand rejected.</p> <p>21.3 No details about price bid shall be submitted / disclosed directly or indirectly in the technical bid and in such case, the Bid shall be rejected.</p> <p>21.4 Bidders are required to upload the duly signed scanned copy of the</p>

	<p>Bid Security /Relevant details of MSEs / Startup business registration in the E-Procurement portal of NIC (CPP Portal) with the offer on e-procurement portal. However, Original of the same Bid Security which was submitted with the offer on e-Procurement Portal of NIC should also be submitted by the Bidders at the Employer's address indicated in the BDS/IFB before the date and time specified in IFB. The Original Bid security received in physical form should be the original Bid Security instrument of the scanned copy uploaded in the e-bidding portal of NIC along with the Bid and no deviation whatsoever shall be accepted in this regard.</p> <p>The bid shall be considered as non-responsive in case of non-submission of scanned copy of Relevant details of MSEs / Startup business registration (in case of exemption for Bid Security is claimed by Bidder being for MSE/Startup) in the e-bidding Portal along with submission of bid. The bidder shall also be considered as non-responsive in case original Bid Security which was uploaded with the bid on e-bidding Portal, is not submitted to NCRTC before the date and time specified in ITB 22.1.</p> <p>21.5 The bidder shall seal the "Original Bid Security" in an envelope. The envelope shall:</p> <ol style="list-style-type: none"> bear the name and address of the Bidder; bear the address of the Authority as mentioned in IFB Clause 1.2; and bear the specific identification i.e. Original Bid Security for Bid No. and Name of Work of this bid as indicated in IFB, contains the duly signed covering Letter of Bidder through which the Original Bid Security is submitted. <p>The envelope containing the Original Bid Security shall not contain the Price Bid /Financial Bid of the Bidder. If the envelope is found containing Price Bid/ Financial Bid (in complete/ partial form) either signed or unsigned, then in such case, the Bid of the Bidder shall be considered as non-responsive and rejected.</p> <p>21.6 Original Bid Security in physical form submitted after due date and time shall not be accepted and online bids of such bidders shall be rejected. NCRTC shall not be responsible for delay, loss or non-receipt of 'Original Bid Security' sent by post / courier.</p> <p>21.7 NCRTC shall not be responsible for "Original Bid Security" delivered to any other place / person in NCRTC other than the designated authority.</p>
22. Deadline for Submission of Bids	<p>22.1 Bids must be submitted no later than the date and time through e-procurement portal as specified in the IFB.</p>
	<p>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.</p>
23. Late Bids	<p>23.1 Submission of Bids shall be closed on e-procurement portal at the date & time of submission as prescribed in ITB 22.1 after which no bid can be uploaded. Any bid received (complete or in parts) after deadline of Bid submission by any other means shall not be considered and bids or any other document associated with the Bid</p>

	submitted on e-procurement portal before deadline of Bid submission shall only be evaluated.
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Submission Deadline. No bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Submission Deadline and Time. For modification of Bid, bidder has to detach its old Bid from e-procurement portal (https://etenders.gov.in/eprocure/app) and upload / resubmit modified bid. For withdrawal of bid, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its Bid. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit Bid again.</p>
	24.2 Any documents submitted by the bidder who withdraw the bid in accordance with ITB 24.1 shall not be opened.
	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 conduct the electronic opening of Technical Bids on e-procurement portal as per the schedule date and time. The opening of the Technical Bids and subsequent details can be viewed by the bidders by logging on the e-procurement portal.
	25.2 The Price Bid submitted online on e-procurement portal will remain unopened in the e-procurement portal until the date and time of opening of Price Bid. The date and time of the opening of the Price Bid will be notified to all the bidders on e-procurement portal whose bid is found to be substantially responsive and technically qualified.
	<p>25.3 The Technical Bids shall be opened one at a time, and the following shall be recorded:</p> <ul style="list-style-type: none"> a) the name of the Bidder; b) Relevant details of Bid Security/ MSEs / Startup registration, as applicable, and c) any other details as the Employer may consider appropriate. <p>Only e-procurement Bids recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids.</p>
	25.4 After the evaluation of the Technical Bids, the Employer shall conduct the electronic opening of Price Bids of the bidders who have submitted substantially responsive Technical Bids and are qualified on the basis of evaluation of the Technical Bids. The date and time of the opening of Price Bids will be published through e-procurement portal.
	25.5 The Employer will also publish on the e-procurement portal, the names of bidders whose bid have not been found substantially responsive to the requirements of the Bidding Document as a result of evaluation of Technical Bid. The Price bids of such technically non-responsive bidders shall not be opened.

	25.6 The Employer shall conduct the electronic opening of Price Bids on e-procurement portal. The opening of the Price Bids and subsequent details can be viewed by the bidders by logging on the e-procurement portal.
	25.7 On Opening of the Price Bids, Summary of Price Bid Opening and amount quoted by the bidders shall be informed through e-mail to all the Bidders who are found technically qualified.
E. Evaluation and Comparison of Bids	
26. Confidentiality	26.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
	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 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 and delivered to concerned bidders through e-procurement portal or through e-mail id mentioned in the Bid Document. The due date and time to response these queries will also be communicated. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 14.2 and ITB 34.1.
	27.2 The bidder shall respond to the queries on e-procurement portal or on the email id mentioned in the Bidding Document. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's requests for clarification, their bid shall be evaluated as per the available information in the submitted bid and bid may be rejected.
28. Deviations, Reservations, and Omissions	28.1 During the evaluation of Bids, the following definitions apply: <ul style="list-style-type: none"> (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.
	<p>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 may be rejected.</p> <p>(a) Letter of Technical Bid;</p> <p>(b) written confirmation of authorization to commit the Bidder;</p> <p>(c) Bid Security;</p> <p>(d) Technical Proposal in accordance with ITB 16.</p>
30. Responsiveness of Technical Bid	<p>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.</p>
	<p>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,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p>(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</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p>
	<p>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.</p>
	<p>30.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
31. Nonmaterial Nonconformities	<p>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.</p>
	<p>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.</p>

	<p>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.</p> <p>The cost of all quantifiable nonmaterial nonconformities shall be evaluated by Employer and will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of comparison of Bids and shall be advised to technically qualified and substantially responsive Bidders before opening of Price Bid.</p>
32. Qualification of the Bidder	<p>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).</p> <p>The Documentation/Information produced/Furnished by the Bidder shall be subject to verification by the Employer at any stage during the Bidding Process or during the Contract Execution. In case of the incorrect certification/information furnished by Bidder, being noticed during such verification, the Employer reserves the Right to disqualify or take suitable action.</p> <p>However, the Bidder/Contractor shall not be absolved of the responsibility of submitting the genuine documents and will remain responsible for all the documents submitted even if the Employer does not verify the Documents.</p> <p>Further, an undertaking in this regard shall also be submitted by the authorised signatory of the bidder in the format Provided in the Section 4, Bidding Forms: Form UT-6.</p>
	<p>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. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, SPVs, parent entities, affiliates, Subcontractors (other than Specialist Subcontractors if permitted in ITB 33.2 of the Bidding document), Associates, or any other firm(s) different from the Bidder to meet the requirement of EQC in Section 3 unless they are part of bidding entity.</p>
	<p>32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid.</p> <p>A negative determination shall result into the disqualification of the Bid, in which event the Employer shall not open Price Bids of such Bidders.</p>
	<p>32.4 The Employer reserves the right to reject the bid of the bidder found to be bankrupt or insolvent, goes into liquidation, has a receiving or administrative order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.</p>
33. Subcontractors	<p>33.1 Unless otherwise stated in the BDS, the Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.</p>

	<p>33.2 If subcontractors are proposed for any of the key activities listed in Section 3 (Evaluation and Qualification) Criteria 2.4.2, they shall be considered as “Specialist Subcontractors” and shall meet qualification requirements for the relevant key activities.</p>
<p>34. Correction of Arithmetical Errors</p>	<p>34.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected. (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.
	<p>34.2 If the Bidder with the highest Composite Score does not accept the correction of errors mentioned in ITB 14.2 and ITB 34.1, its Bid shall be disqualified and its bid Security may be forfeited.</p>
<p>35. Conversion to Single Currency</p>	<p>35.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in ITB 15.4.</p>
<p>36. Preferences & Relaxations</p>	<p>36.1 Preferences & relaxations shall be applicable as specified in the BDS.</p>
<p>37. Evaluation and Comparison of Price Bids</p>	<p>37.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p>
	<p>37.2 I. To evaluate the Price Bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> a) the bid Price, excluding provisional sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively; b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1; 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 35;

	<p>e) adjustment for nonmaterial nonconformities in accordance with ITB 31.3;</p> <p>f) assessment whether the bid is abnormally low in accordance with ITB 38; and</p> <p>g) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).</p> <p>II. The Employer's evaluation of a Bid will exclude and not take into account,</p> <p>a) in the case of Goods/Plants/ Services/Works (as defined under General Conditions of Contract) offered from abroad, the details of taxes and duties, applicable in the Employer's country and payable on the Goods if the Contract is awarded to the Bidder are mentioned in the BDS; and</p> <p>b) in the case of Goods/Plants/ Services/Works (as defined under General Conditions of Contract) offered from within the Employer's country, the details of taxes and duties, applicable in the Employer's country and payable on the Goods if the Contract is awarded to the Bidder are mentioned in the BDS.</p>
	<p>37.3 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.</p>
	<p>37.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).</p>
	<p>37.5 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid price, in accordance with ITB 37.2.</p>
	<p>37.6 Highest Composite Score</p> <p>In case of more than one bidder having same highest composite score then the bidder who has highest technical score (St) shall be considered for award of work.</p>
<p>38. Abnormally Low bids</p>	<p>38.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.</p> <p>When the offered bid price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:</p> <p>(a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, recently awarded similar contracts. In the first instance, reasonability of Bidder's offer is to be checked considering its past experience in the similar works, Bidder's acquaintance with the scope of work and any favorable conditions available to the bidder.</p> <p>(b) in case reasonability of its offer is not established, Employer may</p>

	<p>seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.</p> <p>(c) After examining the explanation given and the detailed price analyses presented by the bidder, the Employer may:</p> <ul style="list-style-type: none"> i) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low; ii) In case the evidence provided does not satisfactorily accounts for the low bid price and cost as required above. In such case the bid shall be rejected and bid security shall not be executed.
39. Unbalanced Bids	<p>39.1 If the Bid, which results in the lowest evaluated Bid Price, is substantially unbalanced in the opinion of the Employer. A bid is considered as substantially unbalanced, where, unit prices quoted for the items / schedules are, say, 50% higher than the average quoted price by other two lowest bidders and engineer's estimate for the same items / schedules, and where the total weightage of the items/schedules exceeds 5 % of the total bid price.</p> <p>The Employer may require the Bidder to produce detailed price analyses for such items/schedules of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, as well as the pricing and sources of materials, equipment and labor.</p> <p>39.2 After the evaluation of the information and detailed price analysis presented by the Bidder, the Employer may as appropriate:</p> <ul style="list-style-type: none"> (a) accept the Bid; or (b) reject the Bid.
40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	<p>40.1 The Employer reserves the right to (a) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder, (b) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto, (c) consult with any Bidder in order to receive clarification or further information; or (d) retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder, without assigning any reason and without incurring any liability to Bidders.</p> <p>40.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this</p>

	respect, whether actual or contingent, whether present or in future.
41. Notice of Intention for Award of Contract	Standstill provisions are not applicable.
F. Award of Contract	
42. Award Criteria	42.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 37 to ITB 39 above 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.
43. Notification of Award	<p>43.1 Prior to the expiration of the period of bid validity, the Employer shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted.</p> <p>The equivalent of the respective currencies as submitted by the bidder in the Price Bid shall also be stated in the Letter of Acceptance.</p> <p>Letter of Acceptance will be issued in two original and identical sets, in favour of the successful Bidder. Any one set may be retained by the successful Bidder and the other set is required to be returned by the successful Bidder, duly signed and stamped stating "Unconditionally accepted" on each page (including the enclosures) by the authorized signatory of the successful Bidder, as a token of unconditional acceptance of the same so as to reach the Employer within seven days of issue of this letter.</p> <p>43.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
44. Performance Security	<p>44.1 Within 28 days of the issue 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 38 and ITB 39, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.</p> <p>The commencement/effective date shall be date of issue of Letter of Acceptance (LOA) or the date stipulated in LOA whichever is later.</p>
	<p>44.2 If the successful bidder fails to submit the Performance Security within 28 days after the date of issue of LOA and requests for extension of time (if any) for submission, a penal interest of 15% per annum on Performance Security Amount/ outstanding Performance Security amount (as the case may be) shall be charged for the delay beyond 28 (Twenty-Eight) days, i.e., from 29th day after the date of issue of LOA to the date of submission of Performance security.</p> <p>If the Contractor fails to submit the requisite Performance Security within 28 days after issue of LOA or extension of time (if any), this shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid security.</p>

	<p>Further, after submission of performance security, failure of signing of Contract Agreement shall also constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security.</p> <p>In case re-bidding is resorted to, such Bidder(s) shall not be permitted to participate in the re-bidding process.</p>
45. Signing of Contract	45.1 The Contract Agreement shall be signed within 60 days after the date of issue of the Letter of Acceptance subject to submission of Performance Security and its bank confirmation.
46. Bidding-Related Complaints	<p>46.1 The Bidder may submit its complaint arising out in Bidding process in writing, to:</p> <p>Title/position: Executive Director (Procurement) Employer: National Capital Region Transport Corporation Ltd. Email address: procurementcell@nrtc.in</p>
47. Jurisdiction of Courts	47.1 The bidding process shall be governed by and construed in accordance with the laws of India and the Courts with jurisdiction in Delhi shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.