

SECTION 2 OF VOLUME I

INSTRUCTIONS TO TENDERERS

SECTION – 2

Instruction to tenderers

1. The Tenderer are advised to inspect the site of works and be fully acquainted with the site conditions which may be necessary for the purpose of submitting the tender and for executing the work. If requested in advance and in writing department will arrange to visit the site of work.
2. In the event of the tender being submitted by the firm, it must be signed by the authorized person who has been specifically authorized to sign and execute contracts on behalf of the firm or by any person holding a Power of Attorney authorized him to sign and execute the contract on behalf of the firm. [The Authority letter is required to be enclosed along with the Tender].
3. Receipts for payments made on account of any work, when executed by a firm, can be signed by any of the partners of the firm or any other person authorized by the firm under a Power of Attorney of give effectual receipt for and on behalf of the firm.
4. The tender shall be filled in strictly according to columns prescribed in the tender stating the rates at which tenderer are willing to undertake each time of work. Any modifications or additions in the item of works or in any other part of the tender made by the Tenderer will not be accepted.
5. The Employer shall have the right to reject all or any of the tenders without assigning any reason for such rejection.
6. Measurements for all the works shall be taken by standard measures available with the Employer and practice and rules framed by the Employer from time to time. In general IS 1200 shall be followed for measurement of civil works.
7. The tenderer are required to quote only firm and workable rates and any condition attached to the rates quoted by them is likely to disqualify the tender for evaluation and consideration for award of the work. If the Bid of the successful bidder is seriously unbalanced in relation to the estimated cost of the work/ item (s) to be performed under the Contract, Employer, may require the bidder to produce detailed rate analysis for any of or all Items of the Bid. The items specified in scope of work and detailed specification is part of the price bid item. The tenderer has to execute all the work specified in the scope of work without any extra cost. The tenderer are required to quote rate accordingly.

8. The tenderer are advised to submit their tenders online only on or before the due date and time. Any tender received after due date and time shall not be considered.
9. Tender not accompanied by Earnest Money in the manner provided in the tender notice shall not be considered. Amount of earnest money shall not bear any interest and will be refundable to the Tenderer, if tender is not accepted.
10. Tender shall be filled in and signed only by the duly authorized person or persons of the Tenderer. If at any item during security and finalization of the tenders, it is found that any tender or tenders are signed by the persons who are not duly authorized then the earnest money received with such tender shall stand forfeited.
11. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested, it shall also be extended up- to the validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
12. The tenderer are advised to carefully study the various conditions of the contract, work specification, site conditions, Employer's rules and regulations with regards to safety and security, etc.
13. Tenderer shall submit along with the tender a list of equipment which he proposes to use for this work.
14. Rates to be quoted by Contractor should be inclusive of GST and all other applicable Taxes and no extra claim will be entertained. Central/State/Local taxes, Duties and any levy charges should be included in the Rate to be quoted by the contractor/firm. The Quoted rate should be inclusive of all material, labour and requirements of plants, machinery, equipment, supervision, handling, cleaning, testing etc. (whether mentioned in the item or specifications etc. or not) which is required and necessary to complete the item.
15. The tenderer are advised to read together with the specifications including materials and drawings, as specifications are complimentary part of the item. Items for which details are not given or are given inadequately reference will be taken from ISI specifications or PWD handbook. Such details shall be deemed to have been included in the item and the rates quoted shall be all inclusive. Whether mentioned in the item

or not material test as may be required by the Engineer In charge of Employer shall be provided and no extra payment will be made for that purpose.

16. Specifications are given for certain numbers of items only. However, the items for which the specifications are not prescribed but which are relevant to these specifications shall also be executed in accordance with such specifications.
17. Suitable number of photographs and negatives shall be supplied free of cost to the Employer every month for the progress of various stages of the works such as centering, reinforcement, erection of equipment's, etc.
18. Completion time for the work shall be the same as indicated in the Notice Inviting Tender including Monsoon from the date of issue of letter of intent by the Employer which includes a 3 months trial and run period.
19. Validity of tenderer's proposal shall be the same as indicated in the Notice Inviting Tender.

20. TIME LIMIT – PERIOD OF COMPLETION

The period of completion: Execution period shall be as indicated in the Notice Inviting Tender including Monsoon period from the date of issue of any notice to proceed with the work i.e issue of work order. Any extension of time limit demanded by the bidder/operation of their reason, shall not entitle for any price escalation/delay compensation. The total contract period shall be execution period including 3 months Trial and Run period + O and M period of 5 years including one year defect liability period.

21. Specific Instructions to the bidders:

1. National Competitive Bidding will be conducted in accordance with “Single Stage Two Envelope” Bidding Procedure. The bids shall be submitted online electronically only.
2. If the bidder fails to submit the requisite information/clarification, if sought within prescribed time by the employer after a deadline of submission of bids, the bid shall be treated as non-responsive bid and shall be rejected.
3. The various bidding forms are a part of the NIT which are required to be duly filled, signed by the authorized representative of the bidder and submitted/ uploaded on the e-portal by the bidder along with the necessary supporting documents.

4. All Bidders are cautioned that their submitted tender containing any deviation from the contractual terms and conditions, specifications or requirements shall be rejected as non- responsive
5. Conditional offer will be out right rejected. No condition shall be included in tender
6. Qualification of bidder will be done whose tender is considered responsive and meets the specified evaluation and qualification criteria as per tender conditions.
7. Trial run Period: Trial run period for the work is 3 months of the entire scheme including achievement of prescribed performance parameters. In the event of non-achievement of prescribed parameters within a period of 3 months, specified above the trail run period could be extendable to a period till the performance parameters are achieved. During the trail run period the contractor shall be responsible for the maintenance of the entire scheme including all staff, Labour material etc. repair of any defects/ replacement of the defective material used at the cost at his own cost
8. Defects Liability Period: Means the period of Three years from the certified date of completion of work. It shall be counted after the successful trial runs for a period of 3 months or till prescribed parameters are not attained & whichever is later of the two. During the defect liability period the contractor shall be responsible for repair and replacement of any defective material used on the entire work and he will carry the full liability to make good to the complete satisfaction of the Engineer In-charge , any defects in the completed work or any bad work visible or detected afterword's. The Contractor shall be responsible for the safety and performance of all civil and other structure up to the end of period of defect liability period. The damages/defects identified by the "Engineer in charge" shall be made good, as per Standards, by the contractor at his cost and risk. In case of collapse of structures in part or full replacement/ reconstruction shall be done by the contractor at his cost and risk
9. Water and Electricity: Water and Electricity required for Construction and up to for Commissioning of works shall be responsibility of Contractor. Water and Electricity required during operation and Maintenance period shall be provided by Employer free of cost
10. **Evaluation of Technical Bid :**

The Engineer-in-charge will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether-the required security is included, and whether the bids are generally in order.

Engineer-in-charge will first open the technical bid of all the bidders as per schedule given in the instruction to the Bidders in the presence of the bidders or their authorized representatives who choose to attend on the prescribed place, date and time in the bid for bid opening. After opening of the technical bid, Engineer-in-charge will first evaluate bids for qualification requirement stipulated in the bid document.

Prior to the detailed technical evaluation, the Engineer-in-charge will carry out a preliminary examination to determine whether they are complete, whether the required EMD have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order and whether Qualification criteria to the requirement of the bidding document are met.

The detailed technical bid evaluation of those bids, who are meeting the qualification requirement, will be carried out. The Price bid of the bidders who are not qualified for the bid, will not be opened and returned to the bidder on award of the contract. Price-Bid will not be opened by Engineer-in-charge until evaluation of Technical-bids submitted by the bidders is completed and any conclusion is made.

In the evaluation of Technical-bid, all the drawings, details etc., submitted by the bidders will be scrutinized before opening of price bid. In the process of evaluation of Technical-bid, if there are queries regarding the details, data, drawings etc., submitted by the bidders with their Technical-bid then the same will be raised to the bidders and the bidders will have to give the answers / submit more details etc. accordingly. After complete evaluation of Technical-bids submitted by all the bidders and after any conclusion is made by Engineer-in-charge to its' own discretion, the price bid of technically responsive bidders will be opened.

11. Evaluation of Price Bid :

Quoted Tender rates shall have to be reasonable and competitive to meet with the timely and satisfactory performance of the contract. Reasonability of Tenderer's proposed method and technique of construction, construction programme, sequence of components of the work and proposed resources assigned to the work shall be seen where it has been called for in the tender. If the Bid of the successful bidder is seriously unbalanced in relation to the estimated cost of the work/ item (s) to be performed under the Contract, Engineer-In-Charge , may require the bidder to produce detailed rate price analysis for any of all Items of the Bid with the quantities to demonstrate the internal consistency of this rate Price with the construction methods proposed. After evaluation of the rate analysis, the Engineer-In-charge may require, that, the amount of the Performance

Security set forth in the contract be increased at the expense of the successful Bidder to a level sufficient to protect against financial loss in the event of default of the successful Bidder under the contract

12. Successful Bidder :

The Engineer-In-Charge will award the Contract to the bidder whose bid has been determined to be substantially responsive in terms of minimum qualification requirement and technical requirements to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be eligible & qualified in accordance with the provisions tender document. A substantially evaluated responsive Tender is one, which conforms to all the terms, conditions and specifications of tender documents without material deviation or reservation. The material deviation or reservation is one:

- (a) Which affects in any substantial way the scope, quality or performance of the works.
- (b) Which limits in any substantial way inconsistent with tender documents, the Employer's 'right' or the Bidder's obligations to the contractor.
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive tender.

13. Sub-contracting is not allowed.