

GOVERNMENT OF GUJARAT
ROADS AND BUILDINGS DEPARTMENT

Second Gujarat State Highway Project (GSHP-II)

(Under Assistance From World Bank)

BIDDING DOCUMENTS

PART - 1

International Competitive Bidding (ICB)

GSHP-II/ICB/02

For

**Output and Performance based Road Contract (OPRC) for
Improvement, Rehabilitation, Resurfacing Works and
Network Performance of Roads: Dhandhuka - Dholera,
Dhandhuka – Paliyad and Limbdi - Dhandhuka**

Issued to:

Superintending Engineer
Project Implementation Unit (PIU)
Roads and Buildings Department, Government of Gujarat
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INVITATION FOR BIDS

**International Competitive Bidding (ICB)
Second Gujarat State Highway Project (GSHP-II)
(Under Assistance From World Bank)
Loan No. IBRD-8313-IN**

Output and Performance based Road Contract (OPRC) for Improvement, Rehabilitation, Resurfacing Works and Network Performance of Roads: Dhandhuka - Dholera, Dhandhuka – Paliyad and Limbdi - Dhandhuka

Date: ____ / ____ / 2018
Bid No.: GSHP-II/ICB/02

1. The Government of Gujarat through Government of India has received a loan from the International Bank for Reconstruction & Development (IBRD) towards the cost of Gujarat State Highway Project II (GSHP II) and intends to apply a part of the funds to cover eligible payments under the contract - Output and Performance based Road Contract (OPRC) for Improvement, Rehabilitation, Resurfacing Works and Network Performance of Roads: Dhandhuka - Dholera, Dhandhuka – Paliyad and Limbdi – Dhandhuka. Bidding is open to all Bidders from eligible source countries as defined in the *IBRD Guidelines for Procurement*. Bidders from India should, however get registered with the Government of Gujarat or other State Governments/Government of India or State/Central Government Undertakings before submission of bid. Bidders are advised to note the minimum qualification criteria specified in the Instructions to Bidders to qualify for the award of the contract.
2. On behalf of The Governor of Gujarat, Chief Engineer (World Bank), R&BD, GOG now invites the bids for the OPRC Contract as detailed in this invitation. The bidders may submit bids for the OPRC work.
3. The bid document (in three sets) may be purchased from the office of the Superintending Engineer, Project Implementation Unit, Nirman Bhavan, Ground Floor, Sector 10 A, Gandhinagar-Gujarat from Date: ____ / ____ / 2018 to ____ / ____ / 2018, up to 1600 hrs (IST) for a non-refundable fee of INR 18,000 (Indian Rupees Eighteen Thousand only) in the form of Demand Draft of scheduled bank payable at Rajkot in favour of The Executive Engineer, State Road Project Division, Rajkot. Interested bidders may obtain further information from the office of

Superintending Engineer, PIU-Gandhinagar. Bidding documents if requested by interested bidder through post; bid documents will be dispatched by Speed Post against payment of Document Fees and extra charges by the bidder in advance; INR 10,000 for overseas delivery and INR 8,000 for local delivery. No claim whatsoever will be entertained, if bidding documents sent by the SE-PIU-Gandhinagar to the aspired bidder through Speed Post/Economical Means are not received or received late by such interested bidder.

4. Bids must be accompanied by security of the amount specified for the work in the table below, drawn in favour of The Executive Engineer, State Road Project Division, Rajkot; payable at Rajkot. Bid security will have to be in the form as specified in the bidding document and shall have validity accordingly.
5. Bids must be delivered to The Superintending Engineer, Project Implementation Unit (PIU), Ground Floor, Nirman Bhavan, Sector- 10/A, Gandhinagar, Gujarat-India, PIN: 382010 on or before / /2018, 12:00 Hours (**IST**) and will be opened on the same day at 12:30 Hours (**IST**), in the presence of the bidders who wish to attend. If the office happens to be closed on the last date of bid submission as specified, the bids will be received and opened on the next working day at the same time and venue.
6. A pre-Bid meeting will be held on / /2018 at 15:00 Hrs (**IST**) at the PIU office, Conference Room, Ground Floor, Nirman Bhavan Sector 10A, Gandhinagar to clarify the queries that may be raised at that stage as stated in Clause 7.4 of 'Instructions to Bidders' of the bidding document.
7. Other details can be referred through the bidding documents.

TABLE

Bid No.	Name of work	Bid Security (INR)	Bid Document fee Nonrefundable (INR)
GSHPII/ICB/02	Output and Performance based Road Contract (OPRC) for Improvement, Rehabilitation, Resurfacing Works and Network Performance of Roads: Dhandhuka - Dholera, Dhandhuka – Paliyad and Limbdi – Dhandhuka	INR 48.30 Million (INR Four Crores eighty three lakh only)	INR 18,000/-

The bids received after last date and time of bid submission shall be treated as Late Bid and shall not be opened. Such bids shall stand rejected without any liability whatsoever on the bid accepting authority.

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Output and Performance based Road Contract (OPRC) for Improvement, Rehabilitation, Resurfacing Works and Network Performance of Roads: Dhandhuka - Dholera, Dhandhuka – Paliyad and Limbdi - Dhandhuka

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids **indicated in the Bid Data Sheet (BDS)**, the Employer, as **indicated in the BDS**, issues these Bidding Documents for the procurement of Works and Services as listed below for the award of an ***Output- and Performance-based Road Contract (OPRC)***. The Works and Services under the OPRC will cover the Roads **indicated in the BDS** and will consist of:

- (a) Maintenance Services or “Services” consisting of all interventions on the Roads which are to be carried out by the contractor in order to achieve and keep the Road performance standards defined by the Service Level included in the Specifications in Section VI of these Bidding Documents, and all activities related to the management and evaluation of the road network under contract.
- (b) Rehabilitation Works, **when requested in the BDS** for the sections of the Road(s) **indicated in the BDS**, consisting of specific types of civil works described in the Specifications.
- (c) Improvement Works, **when requested in the BDS**, consisting of a set of specific interventions indicated in the Specifications to add new characteristics to the Roads in response to existing or new traffic and safety or other considerations.
- (d) Works consisting of activities needed to reinstate the Roads and reconstruct their structure or their right of way which has been damaged as a result of natural phenomena with imponderable consequences, such as strong storms, flooding, and earthquakes.

1.2 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called “Borrower”) **indicated in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International

Development Association (hereinafter called “the Bank”) 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 these Bidding Documents are issued.

- 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

3. Corrupt Practices

- 3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”³ is 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;

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁵ is 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;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 3.1(e) below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ A “party” refers to a participant in the procurement process or contract execution.

any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the Particular Conditions.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.6—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture or association (JVA). In the case of a joint venture or association:

- (a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and
- (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, may have the nationality of any country as defined under the *Guidelines: Procurement under IBRD Loans and IDA Credits* (hereinafter referred to as the Guidelines), subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related Services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- (a) they have controlling partners in common; or
- (b) they receive or have received any direct or indirect

- subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid;
 - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.
- 4.4 A Bidder that has been determined to be ineligible by the Bank in relation to the Bank's Guidelines: Procurement under IBRD Loans and IDA Credits, the Bank's Guidelines: Selection and Employment of Consultants by World Bank Borrowers, or the Bank's Anti-Corruption Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall not be eligible to be awarded a contract.
- 4.5 Government-owned entities in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law. Also, they shall not be dependent agencies of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Firms shall be excluded if:
- (a) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the

Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of Works or services from that country or any payments to persons or entities in that country.

4.8 This bidding is open only to prequalified Bidders, unless stated otherwise in the **BDS**.

5. Eligible Materials, Equipment, and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation Criteria and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Specifications for Works and Services

- Section VI. Specifications for Works and Services

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Annex to the Particular Conditions -

Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 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 Documents may result in the rejection of the bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is required to visit and examine the Site of the Roads and its surroundings and obtain for itself and 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.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to visit the Roads and surrounding lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is required to attend a pre-bid meeting, **if provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer

questions on any matter that may be raised at that stage.

7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Letter of Bid
- (b) completed schedules as required, including priced Bills of Quantities, in accordance with ITB 12 and 14;
- (c) Bid Security, in accordance with ITB 19;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16; and
- (h) any other document required in the BDS.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

12. Letter of Bid, and Schedules

12.1 The Letter of Bid and Schedules, including the Bills of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

13.2 When alternative times for reaching the required Service Levels or for the completion of Rehabilitation or Improvement Works are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 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.

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Rehabilitation and/or Improvement Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VI, Work's Requirements.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bills of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works and Services described in the Bills 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 Bills of Quantities.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

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. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (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 lots (contracts) are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28

days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

- 15. Currencies of Bid and Payment**
- 15.1 The currency (cies) of the bid shall be **as specified in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Summary of Payment Currency Schedule, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the requirements of Section VI, Specifications.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted

by a factor specified in the request for extension. Bid evaluation shall be based on the Contract Price without taking into consideration the above correction.

19. Bid Security

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency **specified in the BDS.**

19.2 The bid security shall be a demand guarantee at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security indicated in the BDS,

from a reputable source from an eligible country. If the bid security furnished by the Bidder is in the form of a bond issued by an insurance or bonding institution located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable. The bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, in the case of a bank guarantee, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.3 Any bid not accompanied by an enforceable and compliant bid security, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as non responsive.

19.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.

19.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.6 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2 or

(b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 40; or
- (ii) furnish a performance security in accordance with ITB 41.

19.7 The bid security of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

19.8 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 40; or
 - (ii) furnish a performance security in accordance with ITB 41;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Borrower for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and

21.1 The Bidder shall enclose the original and all copies of the

Marking of Bids

bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL,” “ALTERNATIVE,” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS. When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and

ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid Form or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the bids in public, in the presence of Bidders` designated representatives and anyone who choose to attend, and at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. **If so requested by the Employer in the BDS**, the Letter of Bid

and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner indicated in the BDS. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.

- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Contracting Agency's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of bids, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the Bidding Document;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Determination of Responsiveness

29.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 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 VI, Specifications have been met without any material deviation or reservation.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

30.1 Provided that a bid is substantially responsive, the Employer may waive any non conformities in the bid that do not constitute a material deviation, reservation or omission.

- 30.2 Provided that a 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 bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 30.3 Provided that a bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (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; and
 - (c) 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) and (b) above.
- 31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.
- 32. Conversion to Single Currency**
- 32.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency **as specified in the BDS.**
- 33. Margin of Preference**
- 33.1 Unless otherwise specified in the BDS,** a margin of preference shall not apply.
- 34. Evaluation of Bids**
- 34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies

shall be permitted.

34.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (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 32;
- (e) adjustment for nonconformities in accordance with ITB 30.3;
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria;

34.3 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.

34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.

34.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

34.6 The price of the Rehabilitation and Improvement Works included in each bid shall not be higher than the threshold **indicated in the BDS**. If the Bidder estimates that its costs for the Rehabilitation and Improvement Works are higher than the threshold indicated in the BDS, it shall include the portion above the threshold in its price for the Maintenance Services. If the bid which results in the lowest Evaluated Bid Price is above the threshold indicated in the BDS for the Rehabilitation and Improvement Works, the Employer may reject the bid.

35. Comparison of Bids

35.1 The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB 34.2.

35.2 After application of the criteria established in Sub-Clauses 34.1 to 34.6, the Evaluated Bid Price for comparison of bids will be:

- (a) The lump-sum price offered by the Bidder for the Maintenance Services; plus
- (b) The lump-sum price offered by the Bidder for the Rehabilitation Works, if the bidding documents require prices for this type of works; plus
- (c) The total price of the priced Bill of Quantities for the Improvement Works, if the bidding documents require prices for this type of works, plus
- (d) The total price of the priced Bill of Quantities for the Emergency Works.

36. Qualification of the Bidder

36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 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.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

- 37. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria**
- 38.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 39. Notification of Award**
- 39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. At the same time, the Employer shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* and in the *dgMarket* the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

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

- 39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its tender was not selected.

- 40. Signing of Contract**
- 40.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

- 41. Performance**
- 41.1 Within twenty-eight (28) days of the receipt of notification

Security

of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been verified by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II - Bid Data Sheet

ITB Reference	A. General																													
ITB 1.1	The reference number of the Request for Bids (RFB) is: GSHP II/ICB/02																													
	The Employer is Roads and Buildings Department, Government of Gujarat through Chief Engineer (WB)																													
	The name of the RFB is: Output and Performance based Road Contract (OPRC) for Improvement, Rehabilitation, Resurfacing Works and Network Performance of Roads: Dhandhuka - Dholera, Dhandhuka – Paliyad and Limbdi – Dhandhuka.																													
	“OPBRC” wherever appearing in the Bid Document is to be read as “OPRC”. The OPRC Network Roads are :																													
	<table><tr><th>Sl. No.</th><th>Name of Roads</th><th>Chainage</th><th>Length (km)</th><th>SH</th><th>Works Required</th></tr><tr><td>1</td><td>Dhandhuka-Dholera</td><td>0+000 to 27+000</td><td>27.000</td><td>SH-20</td><td>Improvement</td></tr><tr><td>2</td><td>Dhandhuka-Paliyad</td><td>104+772 to 151+018</td><td>46.246</td><td>SH-01</td><td>Improvement</td></tr><tr><td>3</td><td>Limbdi-Dhandhuka</td><td>65+814 to 95+781</td><td>29.967</td><td>SH-20</td><td>Rehabilitation</td></tr><tr><td colspan="2">Total</td><td></td><td>103.213</td><td></td><td></td></tr></table>	Sl. No.	Name of Roads	Chainage	Length (km)	SH	Works Required	1	Dhandhuka-Dholera	0+000 to 27+000	27.000	SH-20	Improvement	2	Dhandhuka-Paliyad	104+772 to 151+018	46.246	SH-01	Improvement	3	Limbdi-Dhandhuka	65+814 to 95+781	29.967	SH-20	Rehabilitation	Total			103.213	
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Total			103.213																											
1.1 a	<p>Add the following para to Clause 1.1(a):</p> <p>Maintenance Services shall consist of Resurfacing (Mandatory as well as Service Level Based) and Network Performance Works (Routine Maintenance & Network management) required to be carried out to achieve and maintain the required Levels of Service and achieve the specified performance measures.</p>																													
1.1 b	<p>The section of the Road subject to Rehabilitation Works is:</p> <p>1. Limbdi-Dhandhuka (including widening of Granular Shoulders) -as detailed in Section VI</p>																													

1.1 c	The sections of the Roads subject to Improvement Works are: 1. Dhandhuka-Dholera 2. Dhandhuka - Paliyad as detailed in Section VI
1.1 d	Add sentence at the end of the Clause 1.1 (d) The works described under this clause are termed as Emergency Works -as detailed in Section VI
ITB 1.2 (a)	“written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
ITB 1.2 (d)	<i>Add 1.2 (d) at the end of 1.2:</i> (d)“ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
ITB 2.1	The Borrower is Government of India. The name of the Project is Second Gujarat Highway Project (GSHP-II)
ITB 4.1	Following sentence needs to be added after the first sentence: “Maximum number of members in the JV shall be: 3 (Three) including the lead member”
ITB 4.4	Following sentence needs to be added at the end of the para: “The list of debarred firms and individuals is available at the electronic address www.worldbank.org/debarr ”
ITB 4.8	Bidding is open to all interested bidders.
ITB 4.9	Add new sub-clause 4.9 as under: A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.
B. Bidding Document	
ITB 7.1	For <u>clarification purposes</u> only, the Employer’s address is: Superintending Engineer, Project Implementation Unit (PIU), Ground Floor, Nirman Bhawan, Sector- 10/A Gandhinagar, Gujarat PIN Code: 382010 India

	<p>Telephone: +91 79 232 52986 Fax number: +91 79 232 51915</p> <p>Electronic mail address: sepiu.dksolanki@gmail.com, se-piu-rnb@gujarat.gov.in</p> <p>Employer will respond in writing (along with Addendum, where required) no later than 21 days prior to the dead line for Submission of Bids to the written request for clarifications received as per ITB 7.5.</p> <p>Employer will publish its response on www.gshp2.gov.in</p>
ITB 7.4	<p>A Pre-Bid meeting will take place at the following date, time and place:</p> <p>Date: _____</p> <p>Time: _____</p> <p>Place: _____</p> <p>Office of Superintending Engineer, Project Implementation Unit (PIU), Ground Floor, Nirman Bhavan, Sector- 10/A Gandhinagar, Gujarat (India)</p> <p>(Note: The above Date, Time and Place may be subject to change. This pre-bid meeting may be extended to second consecutive day if required.)</p>

C. Preparation of Bids	
ITB 10.1	The language of the bid is English .
ITP 11.1 (h)	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>1) Code of Conduct (ESHS) - The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. Such ESHS Code shall be acceptable to and shall be approved by the Engineer. It should cover comprehensively all required details, complete in all respects and include the risks to be addressed by the Code in accordance with Section VI-D, e.g. Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and maintaining a safe environment etc.</p> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what type and kind of training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of</p>

	<p>Conduct upon contract award.</p> <p>2) Management Strategies and Implementation Plans (MSIP) - The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <ul style="list-style-type: none"> ○ Traffic Management Plan to ensure safety of local communities from construction traffic. ○ Water Resource Protection Plan to prevent contamination of drinking water; ○ HIV Prevention Plan; ○ Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts; ○ Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit. ○ Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan (RAP) <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Section – IX Annexure to PC, that includes the agreed Management Strategies and Implementation Plans described here.</p> <p>The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VI-D as advised by the Environmental/Social specialist/s. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization, construction, rehabilitation, improvement, or maintenance services and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.</p>
ITB 13.1	Alternative Bids shall not be permitted.
ITB 13.2	Alternative times for reaching the required Service Levels and for the completion of

	the Rehabilitation and/or Improvement Works will not be permitted.
ITB 13.4	Alternative technical solutions for the Rehabilitation and/or Improvement Works shall be permitted for the following parts of the Works: Not Applicable
ITB 14.7	<p><i>Add the following at the end of Clause 14.7</i></p> <p>Bidders may like to ascertain availability of custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. The bidders are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the employer will not compensate the bidder (contractor) either any cost and/ or time. Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of such notifications as per form attached to the Qualification Information in the bid. To the extent the employer determines the quantity indicated therein are reasonable keeping in view construction programme and methodology, the certificates will be issued and no subsequent changes will be permitted. Any delay in procurement of the construction equipment /machinery/goods as a result of the above shall not be entertained as a reason for granting any extension of time.</p>
ITB 15.1	<p>The currency of the Bid shall be INR and upto three foreign currencies only. The payment currency (ies) shall be in accordance with as described below:</p> <p>A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Bid, the percentage(s) of the Bid Price, needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies</p> <p>The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in above shall be the RBI (Reserve Bank of India, India's Central Bank) Reference Rate as published on the RBI website and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder. For currency other than USD, EURO, YEN & GBP, the representative exchange rate as published by IMF (International Monetary Fund) shall be used to convert the said currency to USD and then subsequently to INR.</p>
ITB 18.1	The Bid validity period shall be 120 days excluding the day of Bid Submission.
ITB 19.1	The Bidder shall furnish Bid Security in original form in Indian Rupees for INR 48.30 Million (Four Crores eighty three lakh only)
ITB 19.2 (d)	<p>Other types of acceptable securities:</p> <p>The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 19.1 hereinabove in the form of an unconditional bank guarantee ("Bank Guarantee")</p>

	<p>issued either by</p> <p>(i) a nationalized bank in India , or</p> <p>(ii) a Scheduled Bank in India, or</p> <p>(iii) in the form of a demand draft issued by a nationalized bank or a Scheduled Bank in India.,</p> <p>The furnished Bid Security shall be in favor of the Executive Engineer, SRP Division, Rajkot and in the format in Section – IV Bidding forms. The form shall include the complete name of the Bidder. The Bid Security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid, as set out in the Joint Bidding Agreement. The validity period of the Bid Security shall be 28 (twenty eight) days beyond the original Period of Validity of Bids or any period of extension if requested under ITB 18.2. Any Bid not accompanied by an enforceable and compliant Bid Security shall be summarily rejected by the Employer as non-responsive. For the avoidance of doubt, Scheduled Bank in India shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.</p>
ITB 19.6	<p><i>Replace 19.6 (b) (ii) as:</i></p> <p><i>19.6 (b) (ii) furnish a Performance Security in accordance with ITB 41 and the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 41.</i></p>
ITB 19.8	<p><i>Replace 19.8 (b) (ii) as:</i></p> <p><i>19.8 (b) (ii) furnish a Performance Security in accordance with ITB 41 and the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 41.</i></p>
ITB 20.1	<p>In addition to the original of the Bid, the number of copy is: 1 (One).</p>
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: an affidavit confirming that the person nominated in Section IV Schedule – J, Form ELI-1.1 is the authorised person representing the Bidder. This person shall carry the Power of Attorney of Bidder authorising him as the signatory of the bid to commit the the bid on behalf of the bidder.</p> <p>In case of Bid by JV, the Power of Attorney should be authorised by all JV partners.</p>

D. Submission and Opening of Bids

ITB 22.1	<p>The Employer's address is:</p> <p>The Superintending Engineer, Project Implementation Unit (PIU), Ground Floor, Nirman Bhavan, Sector - 10/A, Gandhinagar, Gujarat PIN : 382010 India</p>
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	<p>The deadline for bid submission is: Date: _____ Time: _____ AM (IST)</p> <p>Bidders shall not have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The bid opening shall take place at the Office of :</p> <p>The Superintending Engineer, Project Implementation Unit (PIU), Ground Floor, Nirman Bhavan, Sector- 10/A, Gandhinagar, Gujarat PIN : 382010 India</p> <p>Date: _____ Time: _____ AM (IST)</p>
ITB 25.3	<p>The Letter of Bid shall be initialed by representative of the Employer attending Bid opening. The pages of the letter of bid shall be initialed by the Employer's Representative. Each bid shall be numbered, signed with stamp e.g. 10/1 where 10 represents total number of bids received and 1 represents the sequence of particular bids as opened.</p>
E. Evaluation and Comparison of Bids	
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: INR</p> <p>The source of exchange rate shall be the RBI (Reserve Bank of India, India's Central Bank) Reference Rate as published on the RBI website for the following currencies:</p> <ol style="list-style-type: none"> USD EURO Jap. YEN Pound Sterling (GBP) <p>For any currency other than enumerated above, the representative exchange rate as published by IMF (International Monetary Fund) shall be used to convert the said currency to USD. Further, the reference rate published by RBI shall be used to convert USD to INR.</p> <p>The date for the exchange rate shall be 28 days before last date for submission of the Bids. If this date happens to be a closed holiday/off day for the RBI, then the exchange rates as applicable for the previous working day before that date shall be taken for conversion.</p>
ITB 33.1	<p>A margin of domestic preference shall not apply.</p>
ITB 34.6	<p>The combined price for the Rehabilitation and Improvement Works shall not exceed</p>

	<p>the following threshold:</p> <p>70 % of the total contract price.</p>
ITB 35.2	<p>Replace Clause 35.2 with the following:</p> <p>After application of the criteria established in ITB 34.1 to 34.6, the Evaluated Bid Price for comparison of bids will be:</p> <p>The lump-sum price offered by the Bidder for the Contract Works i.e. Improvement Works, Rehabilitation Works, Resurfacing Works and Network performance;</p> <p><i>(Lump sum price of Improvement and Rehabilitation must be inclusive of additional Enhancement Cost and routine maintenance Cost during Construction period to meet the detailed Service Level Criteria as per Work Sheet in Section VIA)</i></p>
ITB 41.1	<p>Replace 41.1 with the following:</p> <p>41.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the Conditions of Contract, subject to ITB 34.5, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section IX, Contract Forms, or another form acceptable to the Employer.</p>
ITB 41.2	<p>Replace 41.2 with the following:</p> <p>41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, the Environmental, Social, Health and Safety (ESHS) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the contract satisfactorily.</p>

Section III - Evaluation and Qualification Criteria (Without Prequalification)

This section contains the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

1. Evaluation

In addition to the criteria listed in ITB 34.2 (a) to (e) the following criteria shall apply:

1.1 Assessment of adequacy of Technical Proposal with Requirements

The bidder must meet all the requirements presented in next subsections.

The technical proposal consists of:

- I. Technical Implementation requirement
- II. The business plan

The criteria for evaluation will be based on checks on submission of all required technical documents (including all Technical Schedule Forms) including the Technical Implementation Requirements and the Business Plan, as follows:

I. Technical Implementation requirement

The Technical Implementation Requirements which have to be evaluated consist of information on:

- a) Site Organization,
- b) Construction Equipment & Machinery Availability,
- c) Initial Tentative Program of Forward Work and Resource Work Plan,
- d) Qualifications (CVs) of key professional staff,
- e) Quality Control Program, and
- f) Approach & Methodology

For above the following shall be considered:

Item	Technical Implementation Requirements	
	Components	Sub-criteria
1	Site Organisation	Organizational Structure
		Location of Site Camps/Depots
		Equipment & Facilities
		Communication Channels
2	Construction Equipment and Materials Availability	Key Equipment
		Identification of raw materials to be used
		Indications of source(s) of raw materials to be used
3	Initial Tentative Program of Forward Work and Resource Work Plan	Division of project into appropriate construction sections and stages including Routine Maintenance
		Utilization of equipment, material and personnel
		Bar chart (MS Project) sub-divided into sections.
		Logic of sequence of activities shown against time, with linkages with related activities
		Resource Work Programme showing contractors equipment, resources allocation for various stages, major plant, etc. for the first 2 years of the contract.
4	Qualifications (CV's) of Key Professional	Formal Education
		Other Training and Experience
5	Quality Control Program	System Description and Goals
		QC Organizational Structure
		Quality Control Duties, Auditing & Training
		Laboratories
		Reporting
6	Approach & Methodology	Design and Construction
		Project's Programme Development
		Management of Right of Way
		Financial Management
		Management of Identified Risks
		Quality Assurance

II. Business Plan

Bidder shall submit information details on the following:

- a. The Financial Plan,
- b. Financial Model,
- c. Evidence of access to or availability of Credit facility.

2. Qualification

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Ineligibility	Not having been declared ineligible by the Bank, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity	Compliance with conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	Ineligibility based on a United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last 3 years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Form CON - 2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.9 or withdrawal of the Bid. Pursuant to ITB 19.8.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	All pending litigation shall in total not represent more than 50% of the Bidder’s net worth	Must meet requirement by itself or as partner	N/A	Must meet requirement by itself or as	N/A	Form CON – 2

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
		and shall be treated as resolved against the Bidder.	to past or existing JVCA		partner to past or existing JVCA		
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder in last 3 years prior to the deadline for application submission.	Must meet requirement	N/ A	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years ¹ .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/ A	Each must make the declaration. Where there is Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration
3. Financial Situation and Performance							
3.1	Historical	Submission of audited balance	Must meet	N / A	Must meet	N/ A	Form FIN –

¹ The Employer may use this information to seek further information or clarifications in carrying out its due diligence

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
	Financial Performance	<p>sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last 5 (five) years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. The submission shall include Statutory Auditor's letters and audit records over the past 5 years with sufficient detail to confirm that it is clear of any concern over its long term financial viability.</p> <p>As a minimum, the Bidder's net worth (calculated as the difference between total assets and total liabilities) for the last 3 years should be positive.</p>	requirement		requirement		3.1, with attachments
3.2	Average Annual Construction	Minimum average annual turnover of INR 3220 million*	Must meet requirement	Must meet requirement	Must meet at least 25% of the requirement	Must meet at least 50% of the	Form FIN –3.2

Compliance Requirements							Document																		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements																		
				All partners Combined	Each partner	At least one partner																			
	Turnover	<p>Calculated as total certified payments received for contracts in progress or completed, within the last 5 (five) years.</p> <p>Note: 5 years period is FY 2013-14 to FY 2017-18. Financial turnover and cost of completed works of previous years shall be multiplied by the following updation factors:</p> <table><tr><td>#</td><td>F.Y.</td><td>Updation Factor</td></tr><tr><td>1</td><td>2017-18</td><td>1.00</td></tr><tr><td>2</td><td>2016-17</td><td>1.10</td></tr><tr><td>3</td><td>2015-16</td><td>1.21</td></tr><tr><td>4</td><td>2014-15</td><td>1.33</td></tr><tr><td>5</td><td>2013-14</td><td>1.46</td></tr></table>	#	F.Y.	Updation Factor	1	2017-18	1.00	2	2016-17	1.10	3	2015-16	1.21	4	2014-15	1.33	5	2013-14	1.46				requirement (Must be met by lead partner)	
#	F.Y.	Updation Factor																							
1	2017-18	1.00																							
2	2016-17	1.10																							
3	2015-16	1.21																							
4	2014-15	1.33																							
5	2013-14	1.46																							
3.3	Financial Resources	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment)	Must meet requirement	Must meet requirement	NA	NA	Form FIN –3.1 with attachments																		

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
		<p>sufficient to meet the construction cash flow requirements estimated as INR 400 million for the subject contract(s) net of the Bidders other commitments;</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p>					
4. Experience							
4.1 (a)	General Construction Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last 5 years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	N / A	Must meet requirement	N/ A	Form EXP(a)- General Construction Experience
4.2	Specific	(a) During last five (5) years:	Must meet	Must meet	Must meet 40%	Must meet for	Form EXP(b)-

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
(a)	Construction & Contract Management Experience	<p>One Road Project of at least (INR 2900 Million*). The road project should be of similar nature (having rehabilitation / new construction / up gradation / overlay and Maintenance), and should be substantially completed.</p> <p>Note: A substantially completed project is one in which 80% of the physical works have been completed (certificate issued by the client) or 80% of the payments have been received by the bidder (certificate issued by the statutory auditor)</p>	requirement	requirement	of the requirement	80% of the requirement (Must be met by lead partner)	Specific Experience
4.2 (b)	Specific Experience in Key Activities	<i>(b) For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor on or after the first day of the calendar</i>	Must meet requirement	Must meet requirement	Must meet at least 50% of the requirements.	N/A	Form EXP (c) – Construction Experience in Key Activities

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
		<p><i>year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed:</i></p> <p>Executed in any one year, the minimum quantities of the following items of work:</p> <ul style="list-style-type: none"> • Earthwork: 6,00,000 Cum • Bituminous work BM/DBM/BC/SDBC: min 50,000 m³ • Wet Mix Macadam (WMM), Water Bound Macadam (WBM) 65,000m.³ • GSB 1,00,000 Cum • RCC Works -20,000 Cum • PCC/Works in Structure: 6,000 m³ • Steel Reinforcement Works: 1000 T 					
4.2 (c)	Specific Experience in	<i>(a) For the contracts executed during the period</i>	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP(d)-Professional

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
	Consulting²	<p><i>stipulated in 4.2(a) above, a minimum experience in the following key activities:</i></p> <ol style="list-style-type: none"> 1. At least one Consultancy project with road configuration of at least two lane plus paved shoulders of length equal to 50 km (for each project) related to supervision of rehabilitation or construction of Roads similar to this project in the last five (5) years. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI 2. Two (2) Design Road projects (Consultancy) for 					Consultants experience

² The consulting experience may come from in-house consulting team of the Bidder or through a sub-contract/JV with a Consulting firm.

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
		Widening and Strengthening /New Construction of road with configuration of at least two lane plus paved shoulder in developing countries within the last five (5) years (Length of each Consultancy Project should be at least 25 km).					
4.2 (d)	Specific Experience in Consulting – Key Activities	<p>(b) <i>For the contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum experience in the following key activities successfully completed:</i></p> <ul style="list-style-type: none"> • Measurement of Level of Service including deflections using FWD and roughness 	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP(d)- Professional Consultants experience

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
		measurement, Inventory updates and other data sharing requirements. Experience of using latest Road Management System and Pavement Management System in managing road assets. <ul style="list-style-type: none"> • Maintenance history • Topographical surveys 					
4.3	BID Capacity	Available Bid Capacity Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the time of bidding is equal to or more than INR 2820 million. The available bid capacity will be calculated as under: Assessed Available Bid Capacity = $(A * N * 1.5 - B)$, where A = Maximum value of works executed in any one year during the last five years (updated to 2017-18 price level) taking into	Must meet requirement	Must meet requirement	N/ A	N/ A	Form FIN 3.3

Compliance Requirements							Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All partners Combined	Each partner	At least one partner	
		<p>account the completed as well as works in progress;</p> <p>B = Value at 2017-18 price level of the existing commitments and on-going works to be completed during the next 2 years (period of completion of the works for which bids are invited).</p> <p>N = Number of years prescribed for completion of the works for which the bids are invited. (N = 2)</p> <p><i>Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.</i></p>					

2.1 Key Personnel

The Bidder must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum key personnel, as described in the table below, that are required to perform the Contract.

The Bidder shall provide details of the Key Personnel and such other key personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms. [Form PER-1 & PER-2].

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 19.1).

Key Personnel

(A) During Construction Period

i) Contractors' component of contractors Organization

Sl. No	Position	No. of Positions	Availability Requirement
1	Road Manager	1	Full time
2	Construction Manager	2	Full time
3.	Senior Bridge Engineer	1	Full time
4.	Site Engineer –Roads	3	Full time
5.	Site Engineer - Bridges	2	Full time
6.	Maintenance Engineer (roads & bridges)	1	Full time
7.	Senior Material Engineer	1	Full time
8.	Quality Control Engineer	1	Full time
9.	Contract Manager	1	Full time
10.	Mechanical Engineer (Plants & Equipment's)	1	Part time
11.	Surveyor	3	Full time
12.	Environmental Engineer	1	Full time
13.	Quantity Surveyor	1	Full time
14	Road Safety Engineer	1	Full time

ii) The professional Engineering Consultant's component of contractors Organization

Sl. No	Position	Availability Requirement
1	Design Engineer (Highways)	Part time
2	Systems/IT Manager	Part time
3	Design Engineer (Bridges)	Part time
4	Road Safety Engineer	Part time
5	Environmental Specialist	Part time

Sl. No	Position	Availability Requirement
6	Social Specialist	Part time
7	Inspector – Roads	Part time
8	Inspector – Bridges	Part time

All positions are necessary but not required for bid evaluation purpose.

(B) During Operations Period

Sl. No	Position	No of Positions	Availability Requirement
1	Road Manager	1	Full time
2	Maintenance Engineer	1	Full time
3	Works Supervision Engineer	1	Full time

Role, Education and Experience of Bidder's personnel for key positions:

The following tables summarize the role education and experience of the Bidder's personnel for key position required for design, construction, routine maintenance and network management. The Bidder shall have adequate representation of personnel for both the Lead Contractor and the Professional Engineering Consultant (as required) on site at all times.

A) During Construction Period

I. The Contractor's Component:

Sl No.	Position	Role, Education and Experience	
1	Road Manager	Role	The Road Manager is the person appointed by Contractor who is in charge of managing all activities of the contractor under the contract and for total duration of the contract including operation and maintenance. He is also the Contractors' Representative for the purpose of this Contract.
		Education	B.E or B. Tech or similar in Civil Engineering
		Experience	Minimum 20 years of experience in project management and team leadership roles related to managing road and bridge construction, Rehabilitation and/or maintenance projects preferably under FIDIC/OPRC General Conditions or similar.
2	Construction Manager	Role	His is a critical role for the success of this contract. The Construction Manager will be in charge of developing, optimizing and managing the Forward Work Programme (FWP) including the identification and timing all major interventions, routine maintenance programmes, pavement deterioration modelling and required

Sl No.	Position	Role, Education and Experience	
			risk analysis for the Contractor.
		Education	B.E or B. Tech in Civil Engineering
		Experience	Minimum 10 years of experience, in managing the construction and maintenance of road networks. Experience in road asset data collection, analysis required for the identification and management of the risks associated with constructing and maintaining road assets is essential.
3	Senior Bridge Engineer	Role	In charge of the detailed structural inspections & analysis of all bridges on the network.
		Education	B.E or B. Tech in Civil Engineering
		Experience	Minimum 15 years of experience as Bridge Engineer
4	Site Engineer (Roads)	Role	In charge of carrying the construction work of the entire road network
		Education	Diploma in Civil Engineering
		Experience	Minimum 5 to 6 years as a Site Engineer for road works
5	Site Engineer (Bridges)	Role	In charge of carrying the construction work of bridges
		Education	Diploma in Civil Engineering
		Experience	Minimum 5 to 6 years as a Site Engineer
6	Maintenance Engineer (Roads & Bridges)	Role	In charge delivering the outcomes from Routine Maintenance (Network Performance) Works
		Education	B.E or B. Tech / Diploma or similar in Civil Engineering
		Experience	Minimum 10 years of experience for B.Sc. (or equivalent) and 15 years of experience for Diploma (or equivalent), in managing the on-site maintenance activities on road works. This experience must include the effective and efficient management of road maintenance crews and the delivery of the required service levels. This includes the integration of road sections post construction into the maintenance programme and the management/ coordination of Emergency Works and Incident Response.
7	Quality Control Engineer	Role	In charge of maintaining the quality throughout
		Education	B.E or B. Tech / Diploma or similar in Civil Engineering
		Experience	Minimum 10 years of experience
8	Sr. Material Engineer	Role	In charge of managing the sampling, testing, designing and reporting of all required material and construction quality tests for the Contractor
		Education	B.E or B. Tech or similar in Civil Engineering

Sl No.	Position	Role, Education and Experience	
		Experience	Minimum 10 years in managing a certified materials laboratory testing road surfacing and pavement construction materials along with verifying compliance with pavement construction specifications.
9	Contract Manager	Role	In charge of managing the contract.
		Education	B.E. or B.Tech in Civil Engineering or LLB
		Experience	Minimum 15 years of Experience as contract manager.
10	Mechanical Engineer (Plants & Equipment)	Role	In charge of Installation and maintenance of plants and equipment including running and maintenance of vehicles / equipment / machinery in conformity to safety and environmental norms.
		Education	Diploma or similar in Mechanical Engineering
		Experience	5 years of experience in similar works. The work experience should include ensuring smooth operation and maintenance of construction equipment and transport vehicles. Layout, installation and maintenance of facilities, construction plants and systems relevant to proposed work should be his responsibility. The candidate having knowledge of plant safety, driver's safety, occupational safety, pollution control, environmental compliance, etc. shall be desirable.
11	Surveyor	Education	Diploma in Civil
		Experience	Minimum 3 to 5 years of experience in road projects (works).
12	Environment Engineer	Role	In charge of implementing Environmental Management Framework, and carrying out relevant environment studies.
		Education	Post Graduate degree in Environment Engineering / Ecology / Planning / Sciences, M.Sc.(Environment)
		Experience	Minimum 7 years in conducting/preparing Environment Impact Assessments and Environment Management Plans for linear infrastructure projects, including experience in obtaining regulatory clearances/permissions. The candidate having knowledge of implementation of EMPs, environmental monitoring/auditing is desirable.
13	Quantity Surveyor	Role	In charge of estimation of works.
		Education	B.E. / B.Tech or M.Tech in Civil Engineering
		Experience	Minimum 12 years of experience in handling Highway projects & 5 years' experience as quantity surveyor in handling Highway projects of similar configuration.

Sl No.	Position	Role, Education and Experience	
14	Road Safety Engineer	Role	In charge of identifying, designing and auditing all required road safety improvements undertaken under this contract.
		Education	B.Sc. or similar in Civil Engineering (Specializing in Road Safety Systems/Design).
		Experience	Minimum 10 years in safety inspections, road Accident studies, the design of road safety systems and post construction safety audits.

II. The Professional Engineering Consultant's Component:

The Professional Engineering Consultancy Services shall be provided by an experienced Consultancy firm. The consulting experience may come from an in-house consulting team of the Bidder or through a sub-contract/JV with a Consulting firm.

The Consultancy team shall have a proven specific experience in road improvement and rehabilitation design as follows:

Sl. No.	Position	Role, Education and Experience	
1	Design Engineer (Highways)	Role	In charge of managing the detailed design process including associated investigations & surveys necessary to deliver the required outputs for Rehabilitation, Resurfacing, Improvement Works and Emergency Works as per required specifications
		Education	Post Graduate Degree in Highway Engineering.
		Experience	At least 15 years of experience, in managing the design of road construction works of equal/similar scope. This experience must include the effective and efficient management of technical design personnel, laboratory investigations, CAD drafting and the preparation of detailed plans, schedules and reports.
2	Systems / IT Manager	Role	In charge of developing and maintaining and/or managing the asset information, routine maintenance program management and condition databases.
		Education	B.Sc. in Computer science/System analyses or equivalent
		Experience	Minimum 5 years in IT systems administration and development related to road network management.
3	Design Engineer (Bridges)	Role	In charge of the annual detailed structural inspections & analysis of all bridges on the network.
		Education	Post-graduation or similar in Civil Engineering (Structures / Bridges)
		Experience	Minimum 10 years in Structural design of bridges and inspections of structures
4	Road Safety Engineer	Role	In charge of identifying, designing and auditing all required road safety improvements undertaken under this contract.
		Education	B.Sc. or similar in Civil Engineering (Specializing in Road Safety Systems/Design).

Sl. No.	Position	Role, Education and Experience	
		Experience	Minimum 10 years in safety inspections, road Accident studies, the design of road safety systems and post construction safety audits.
5	Environmental Specialist	Role	In charge of implementing Environmental Management Framework, and carrying out relevant environment studies.
		Education	Post Graduate degree in Environment Engineering / Ecology / Planning / Sciences, M.Sc.(Environment)
		Experience	Minimum 7 years in conducting/preparing Environment Impact Assessments and Environment Management Plans for linear infrastructure projects, including experience in obtaining regulatory clearances/permissions. The candidate having knowledge of implementation of EMPs, environmental monitoring/auditing is desirable.
6	Social Specialist	Role	In charge of implementing Resettlement Action Plan.
		Education	Post Graduate degree in Social Science.
		Experience	Minimum 7 years of experience in social impact assessment of infrastructure project. The candidate must have full knowledge of the Government of India's and the World Bank's relevant guidelines, procedures and operational policies/directives. He must have the experience of preparing social management plans and supervising & monitoring implementation of the plans on similar projects.
7.	Inspector (Roads)	Role	In charge of Inspection of Road
		Education	Diploma in Civil
		Experience	Minimum 3-5 years' experience
8.	Inspector (Bridges)	Role	In charge of Inspection of Bridges
		Education	Diploma in Civil
		Experience	Minimum 3-5 years' experience

B) During Operation Period

Sl No.	Position	Role, Education and Experience	
1	Road Manager	Role	In charge of managing all activities of the Contractor under the Contract. He is also the Contractor's Representative for the purposes of this contract.
		Education	B.E or B. Tech or similar in Civil Engineering
		Experience	Minimum 20 years of experience in project management and team leadership roles related to managing road and bridge construction, Rehabilitation and/or maintenance projects preferably under FIDIC/OPRC General Conditions or similar.
2	Maintenance Engineer	Role	In charge delivering the outcomes from Routine Maintenance (Network Performance) Works

Sl No.	Position	Role, Education and Experience	
		Education	Experience
		B.E or B. Tech / Diploma or similar in Civil Engineering	Minimum 10 years of experience for B.Sc. (or equivalent) and 15 years of experience for Diploma (or equivalent), in managing the on-site maintenance activities on road works. This experience must include the effective and efficient management of road maintenance crews and the delivery of the required service levels. This includes the integration of road sections post construction into the maintenance programme and the management/ coordination of Emergency Works and Incident Response.
3	Works Supervision Engineer	Role	In charge of supervising works.
		Education	Diploma in civil engineering
		Experience	10 years of experience in construction and maintenance

2.2 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

S. No.	Equipment Type and Characteristics	Minimum Capacity	Minimum Number required
1	Hot Mix Plant (Batch type)	100 TPH	1
2	WMM Mixing Plant	60 TPH	1
3	Paver Finisher Hydrostatic with sensor control (Bituminous Works)	100 TPH	3
4	Hydraulic excavators	1.0m ³ bucket	4
5	Backhoes	0.5 m ³ bucket	3
6	Motor Grader	150kW	4
7	Loader	1m ³ Bucket	3
8	Paver Finisher Mechanical for WMM Work	100TPH	2
9	Contract patrol and response vehicles		6
10	Contract general Inspection Vehicles (with GPS & Displacement meters)	Four wheeled drive	3
11	Vibratory Rollers	8-10 T	6
12	Pneumatic Tyre Roller	8-10 T	3
13	Tipper / trucks	5.5m ³	30
14	Water Tanker	6m ³	6
15	Bitumen Pressure distributor		2
16	Power broom		2
17	Falling Weight Deflectometer (FWD)		1
18	Pavement marker		1
19	Calibrated Roughness Profilometer		1

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

2.3 Quality Control Programme

The bidder shall furnish details as asked in Bidding Forms: **Schedule – F.**

2.4 Approach and Methodology

The bidder shall describe its approach and methodology in brief for executing this project considering the philosophy of OPRC covering the aspects like:

- Design and construction philosophy
- Programme Development
- Management of RoW including EHS improvements
- Risk identification and mitigation strategy
- Financial management of contract
- Quality assurance

The bidders are required to provide a detailed written description in Bidding Forms – **Schedule – G.**

Section IV - Bidding Forms

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in is to help Bidders in preparing this form.

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]

Request for Bid No.: GSHP-II/ICB/02

To:
Superintending Engineer
Project Implementation Unit (PIU)
Roads and Buildings Department, Government of Gujarat
Ground Floor, Nirman Bhawan, Sector- 10/A
Gandhinagar, Gujarat, India, Pin code 382010

We, the undersigned, declare that:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB);
- (b) **Eligibility:** We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB-4.2 and do not have any conflict of interest in accordance with ITB-4.3;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.9.
- (d) **Conformity:** We offer to execute in conformity with the bidding document and in accordance with the construction or service schedule the following Works: Procurement of Works and Services under Output- and Performance-based Road Contract (OPRC) for Improvement works, Rehabilitation works, Resurfacing Works & Network Performance of Roads : **Dhandhuka-Dholera, Dhandhuka - Paliyad & Limbdi - Dhandhuka**
- (e) **Bid Price:** (i) The total price of our Bid, excluding any discounts offered in item (g) below is:

Description	Amount (in figures)
Lump Sum Price for the Contract Works (Improvement Works, Rehabilitation Works, Resurfacing Works and Network Performance in an amount of _____ <i>[amount in words]</i> <i>[in Indian National Rupees]</i> .	

For the purpose of payment, Lump sum price for the Contract Works quoted above shall be split in to following currencies in the percentages as quoted below:

Sr. No.	Currency	Proportion (%)
1	Indian National Rupees (INR)	
2	FC # 1	
3	FC # 2	
4	FC # 3	
	Total =	100 %

To justify our local and foreign currency requirements (ITB 15.2) we are substantiating the foreign currency requirements by providing a detailed breakdown.

(ii) The **single lump sum price** for the contract works tendered shall be apportioned to the following output categories using the percentages in the following table:

Output Category	Percentages of the Lump Sum Bid Price to be Apportioned to Contract Payments	Percentage of Lump Sum Bid Price Proposed by Bidder (To be apportioned to Contract Payments)
Improvement Works	55% - 60%	
Rehabilitation Works	10% - 20%	
Resurfacing Works	5% - 10%	
Network Performance Works	Minimum 15%	
Total (to be)	100.0%	100.0%

(f) **Combined Price:** We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the BDS ITB 34.6;

(g) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered.]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

- (h) **Bid Validity Period:** Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *and an Environmental, Social, Health and Safety (ESHS) Performance Security* in accordance with the bidding document;
- (j) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3 (e).
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*
[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.5];
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid or any other Bid that you may receive;
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

Name of the Bidder: **[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder:***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]*

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____, _____

Appendix to Bid

Schedule of Adjustment Data

In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion.

In addition, all payments shall be linked to a basket of indices in the proportions set out below for the adjustable proportion (85%) of the value of the completed works) each type of Work Category paid for. The nonadjustable proportion (15%) shall apply to all Work Categories.

Bidders shall not add or reduce the cost items (elements) that are subject to adjustment.

Table A. Local Currency

Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Bidder's Proposed weighting			
					Improvement Works	Rehabilitation Works	Resurfacing Works	Network Performance
(a)	Nonadjustable	-	-	-	$A_1 = 15\%$	$A_2 = 15\%$	$A_3 = 15\%$	$A_4 = 15\%$
Labour (b)	Consumer price index for industrial workers for Bhavnagar Centre	Labour Bureau, Government of India	Base value prevailing 28 days prior to the deadline for submission of bid		$B_1: \underline{\hspace{2cm}}$	$B_2: \underline{\hspace{2cm}}$	$B_3: \underline{\hspace{2cm}}$	$B_4: \underline{\hspace{2cm}}$
Bitumen (c)	Official retail price of bitumen	Price of Bitumen at the IOC Koyali Refinery (VG-30)	Base value prevailing 28 days prior to the deadline for submission of bid		$C_1: \underline{\hspace{2cm}}$	$C_2: \underline{\hspace{2cm}}$	$C_3: \underline{\hspace{2cm}}$	$C_4: \underline{\hspace{2cm}}$
Fuel and lubricants (d)	Retail price of high speed diesel (HSD) oil	Average Retail Price at existing consumer pump in Dhandhuka	Base value prevailing 28 days prior to the deadline for submission of bid		$D_1: \underline{\hspace{2cm}}$	$D_2: \underline{\hspace{2cm}}$	$D_3: \underline{\hspace{2cm}}$	$D_4: \underline{\hspace{2cm}}$

Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Bidder's Proposed weighting			
					Improvement Works	Rehabilitation Works	Resurfacing Works	Network Performance
Steel (e)	All India Average Wholesale Price Index for steel (Stainless Steel Bars & Rods, including flats)	Office of the Economic Adviser Govt. of India, Ministry of Commerce & Industry, (DIPP)	Base value prevailing 28 days prior to the deadline for submission of bid		E ₁ : _____	E ₂ : _____	E ₃ : _____	E ₄ : _____
Cement (f)	All India Average Wholesale Price for Ordinary Portland Cement	Office of the Economic Adviser Govt. of India, Ministry of Commerce & Industry, (DIPP)	Base value prevailing 28 days prior to the deadline for submission of bid		F ₁ : _____	F ₂ : _____	F ₃ : _____	F ₄ : _____
Plant and Machinery Spares (g)	All India average wholesale price index for Manufacture of machinery for mining, quarrying and construction	Economic Advisor to the Government of India, Ministry of Commerce and Industry	Base value prevailing 28 days prior to the deadline for submission of bid		G ₁ : _____	G ₂ : _____	G ₃ : _____	G ₄ : _____

Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Bidder's Proposed weighting			
					Improvement Works	Rehabilitation Works	Resurfacing Works	Network Performance
Other Local Materials (h)	All India Wholesale Price Index (All Commodities)	Economic Advisor to the Government of India, Ministry of Commerce and Industry	Base value prevailing 28 days prior to the deadline for submission of bid		H ₁ : _____	H ₂ : _____	H ₃ : _____	H ₄ : _____
			Total		100%	100%	100%	100%

Bidder's Related currency amount = Bid Price x (Local Currency Component in %) X Sumproduct (Works weightage in %, Bidder's proposed weighting in %)
where,

- *Bid Price: Lump Sum Price for the Contract Works (Improvement Works, Rehabilitation Works, Resurfacing Works and Network Performance) as filled in Letter of Bid – (e) (i)*
- *Local currency component: % of local currency of the Net Bid Price as filled in Table C, Column (D)*
- *Work's weightage: Percentage of Lump Sum Bid Price Proposed by Bidder apportioned for Contract works – Improvement, Rehabilitation, Resurfacing and Network Performance, as given in Letter of Bid – (e) (ii) Bid Price*
- *Bidder's proposed weighting: As filled in Table A for the Contract works – Improvement, Rehabilitation, Resurfacing and Network Performance*

Table B. Foreign Currency**Foreign Currency 1 (FC1). State type _____**

Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Equivalent in FC1	Bidder's Proposed weighting			
						Improvement Works	Rehabilitation Works	Resurfacing Works	Network Performance
	Non – adjustable	-	-	-		A ₁ = 15%	A ₂ = 15%	A ₃ = 15%	A ₄ = 15%
						B ₁ : _____	B ₂ : _____	B ₃ : _____	B ₄ : _____
						C ₁ : _____	C ₂ : _____	C ₃ : _____	C ₄ : _____
						D ₁ : _____	D ₂ : _____	D ₃ : _____	D ₄ : _____
						E ₁ : _____	E ₂ : _____	E ₃ : _____	E ₄ : _____
Total						100%	100%	100%	100%

[If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Bidder's Related currency amount (for FC#1) = Bid Price x (% of FC#1) X Sumproduct (Works weightage in % , Bidder's proposed weighting in %)
where,

- *Bid Price: Lump Sum Price for the Contract Works (Improvement Works, Rehabilitation Works, Resurfacing Works and Network Performance) as filled in Letter of Bid – (e) (i)*
- *FC component: % of foreign currency of the Net Bid Price as filled in Table C, Column (D)*
- *Work's weightage: Percentage of Lump Sum Bid Price Proposed by Bidder apportioned for Contract works – Improvement, Rehabilitation, Resurfacing and Network Performance, as given in Letter of Bid – (e) (ii) Bid Price*
- *Bidder's proposed weighting: As filled in Table B for the Contract works – Improvement, Rehabilitation, Resurfacing and Network Performance*

Table C. Summary of Payment Currencies

For: Output and Performance based Road Contract (OPRC) for Improvement, Rehabilitation, Resurfacing Works and Network Performance of Roads: Dhandhuka - Dholera, Dhandhuka – Paliyad and Limbdi – Dhandhuka.

Name of payment currency	Amount of Currencies to be quoted for Respective Works				A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Bid Price $\frac{100 \times C}{NBP}$
	Improvement Works (A1)	Rehabilitation Works (A2)	Resurfacing Works (A3)	Network Performance (A4)	Sum Total of A1, A2, A3 & A4			
Local currency (Indian Rupees)						1.0		
Foreign currency #1 _____								
Foreign currency #2 _____								
Foreign currency #3 _____								
Net BID PRICE (NBP)								100.00 %

Payment Schedule (Information Annex to letter of Bid)

The bid includes the following Schedule which specifies the payment schedules over the lifespan of the project for the five main activities included in the contract as follows:

- Improvement Works
- Rehabilitation Works
- Resurfacing Works
- Network Performance
- Emergency Works

a) **Improvement Works**, in the form of a lump-sum amount. This will be paid on achievement of milestones in the form of minimum specified length fully Improved (Upgraded /Widened). Lump Sum Payment payable per substantially completed kilometre shall be calculated by dividing the apportioned portion of the Lump Sum Contract Price by the total number of kilometres originally considered in the bid. Improvement costs are inclusive of Enhancement cost approximately as well as lump sum routine maintenance cost during the construction period.

b) **Rehabilitation Works**, in the form of a lump-sum amount. This will be paid on achievement of milestones in the form of minimum specified length fully Rehabilitated. Lump Sum Payment payable per substantially completed kilometre shall be calculated by dividing the apportioned portion of the Lump Sum Contract Price by the total number of kilometres originally considered in the bid. Rehabilitation costs are inclusive of Enhancement cost as well as lump sum routine maintenance cost during the construction period.

c) **Resurfacing Works**, in the form of a lump-sum amount. This will be paid on achievement of milestones in the form of minimum specified length fully Resurfaced. Lump Sum Payment payable per substantially completed kilometre shall be calculated by dividing the apportioned portion of the Lump Sum Contract Price by the total number of kilometres originally considered in the bid.

d) **Network Performance Works**, in the form of a lump-sum payment according to the conditions of contract.

e) For the **Emergency Works**, payments will be made for each emergency on a case-to-case basis as provided in the Contract, based on the actual work quantities approved by the Engineer after obtaining Employer's approval in terms of provisions of Clause 63 of GC.

These are set out in the following Payment Schedules:

- A. Payment Schedule for Improvement Works
- B. Payment Schedule for Rehabilitation Works
- C. Payment Schedule for Resurfacing Works
- D. Payment Schedule for Network Performance

A) Payment Schedule: Improvement Works

The Payment Schedules for Improvement Works shall be read in conjunction with the Instructions to Bidders, Condition of Contract, Specifications and the Drawings.

Total length of Improvement Works			
Contract Year	Dhandhuka-Dholera (Km)	Dhandhuka – Paliyad (Km)	Total length constructed
1	13.000	12.000	25
2	14.000	34.246	48.246
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
7	0	0	0
8	0	0	0
9	0	0	0
10	0	0	0
Total	27.000	46.246	73.246
Payment percentage apportioned to the Lump Sum Price for the Contract Works.	<p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(Indicate here the percentage proposed at Letter of Bid – Part (e) – (ii.) Bid Price)</i></p> <p style="text-align: center;"><i>(55%-60%)</i></p>		

B) Payment Schedule: Rehabilitation Works

The Payment Schedules for Rehabilitation Works shall be read in conjunction with the Instructions to Bidders, Condition of Contract, Specifications and the Drawings.

Total length of Rehabilitation Works	
Contract Year	Limbdi - Dhandhuka (Km)
1	12.000
2	17.967
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
Total Length	29.967
Payment percentage apportioned to the Lump Sum Price for the Contract Works.	<p>_____</p> <p><i>(Indicate here the percentage proposed at Letter of Bid – Part (e) – (ii.) Bid Price)</i></p> <p><i>(10%-20%)</i></p>

C) Payment Schedule: Resurfacing works

The Payment Schedules for Resurfacing Works shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and the Drawings.

Total length of Resurfacing Works			
Contract Year	Dhandhuka-Dholera (Km)	Dhandhuka – Paliyad (Km)	Limbdi - Dhandhuka (Km)
1	0	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
7	0	0	0
8	0	0	0
*9/10	27	46.246	29.967
Total	27	46.246	29.967
Total	103.213		
Payment percentage apportioned to the Lump Sum Price for the Contract Works.	<p style="text-align: center;">_____</p> <p style="text-align: center;"><i>Indicate here the percentage proposed at Letter of Bid – Part (e) – (ii.) Bid Price</i></p> <p style="text-align: center;">(5%-10%)</p>		

*Resurfacing Schedule shall be decided in consultation with the Engineer

D) Payment Schedule: Network Performance

The Payment Schedules for Network Performance shall be read in conjunction with the Instructions to Bidders, Condition of Contract, Specifications and the Drawings.

Payment Schedules for Network Performance Works (NPW)	
Total length (km)	103.213 km
Contract duration (in months)	<ol style="list-style-type: none"> 1. During Construction period. The Cost of Improvement and Rehabilitation is inclusive of Routine maintenance i.e. Network Performance Cost. 2. During Post Construction (96 months) after Construction period – The Cost apportioned for Network Performance shall be as provided below:
Payment percentage apportioned to the Lump Sum Price for the Contract Works.	<p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(Indicate here the percentage proposed at Letter of Bid – Part (e) – (ii.) Bid Price)</i></p> <p style="text-align: center;"><i>Minimum 15%</i></p>

Technical Proposal

The Bidder's Technical Proposal shall include the following elements:

SCHEDULE A.	Site Organization
SCHEDULE B.	Subcontractors/ Partners
SCHEDULE C.	Contractor Equipment (Form EQU)
SCHEDULE D.	Initial Tentative program of Works
SCHEDULE E.	Key Personnel <ul style="list-style-type: none"> • Form per – 1 Key Personnel • Form per – 2 Resume & Declaration of proposed personnel
SCHEDULE F.	Quality Control Program
SCHEDULE G.	Approach and Methodology
SCHEDULE H.	ESHS Management Strategies and Implementation Plans
SCHEDULE I	Code of Conduct: ESHS (Environmental, Social, Health and Safety)
Bidder's Qualification Form	
SCHEDULE J	Form ELI – 1.1 Bidders Information Sheet
	Form ELI – 1.2 JV Information Sheet
	Form CON-2 - Historical Contract Non Performance
	Form CON-3 - ESHS Performance Declaration
SCHEDULE K	Financial Resources <ul style="list-style-type: none"> • Form FIN 3.1 Financial Situation and Performance • Form FIN 3.2 Average Annual Construction Turnover • Form FIN 3.3 Current Contract Commitments/ Work in Progress
SCHEDULE L	Form EXP (a) – General Construction Experience
	Form EXP (b) – Specific Construction and Contract Management Experience
	Form EXP (c) – Construction Experience in key activities
	Form EXP (d) – Professional Consultancy/ Associated Consultant's Experience
SCHEDULE M	Project Business Plan
SCHEDULE N	Duty Exemption Form

Schedule A

Site Organization

Bidders shall give below full particulars of the organizational structure they propose to establish, direct, and administer the performance of the Contract which will meet the requirements stated in the Bidding Documents. In particular, bidders shall indicate the location of site camps and the resources they intend to allocate to its Self-Control Units for planning and monitoring purposes.

- 1. SITE ORGANIZATION CHART**
- 2. NARRATIVE DESCRIPTION OF SITE ORGANISATION CHART**

SCHEDULE B

SUBCONTRACTORS / PARTNERS

Bidders shall list below those parts of the Works and Services which they propose to subcontract (provided such subcontracting is not disallowed elsewhere in the Contract), and state the approximate value of those parts and the names and addresses of the proposed subcontractors, if those are known at bidding stage. Bidders shall also list other business partners involved in the execution of the contract and their respective roles and responsibilities.

Part of Works / Services:

Approximate value:

Name and address of proposed subcontractor/ partner:

Part of Works / Services:

Approximate value:

Name and address of proposed subcontractor/ partner:

Part of Works / Services:

Approximate value:

Name and address of proposed subcontractor/partner:

Part of Works / Services:

Approximate value:

Name and address of proposed subcontractor/ partner:

SCHEDULE C

Contractor's Equipment

Form EQU

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed (with a current new purchase price exceeding INR 2 million), or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	
Agreements	Details of rental / lease / manufacture agreements specific to the project	

SCHEDULE D

Initial Tentative Program of Performance

To demonstrate a clear understanding of the requirements of the Contract, bidders shall provide the following:

- i) A bar chart (Gantt Chart) sub-divided into sections of each road showing the major activities the bidder will complete in Year 1 of the programme, the probable locations of Rehabilitation and Resurfacing Works in Year 2 and the scheduled Improvement Works, as required.
- ii) Description of utilization of equipment, material and personnel including its integration with the data given previously.
- iii) A bar chart or schedule showing the usage of contractor's equipment including allocation of resources shown for various stages proposed. Major plant, including those listed in schedule (contractor's equipment)

This program and performance resource based (personnel and equipment) Work Plan should be linked to the organizational structure and should show clearly the interaction between them.

SCHEDULE E

Key Personnel

Form PER -1

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 for each candidate.

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	<i>[Environmental Specialist]</i>
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

5.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: <i>[Social Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
7.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Resume and Declaration

Key Personnel

Form PER-2

Name of Bidder		
Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
Details		
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	[insert period (start and end dates) for which this Key Personnel is available to work on this contract]
Time commitment:	[insert the number of days/week/months/ that this Key Personnel will be engaged]

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

SCHEDULE F

Quality Control Program

As specified in clause 25 of the General Conditions, The Bidders shall give detailed description of the QC Program and all procedures that will guarantee the high quality of work in order to meet the minimum required level of service.

1. System Description (Method Statements) and goals

The description will contain performance of tasks that will ensure that the final product will meet all the specification requirements and the expectations level of service as defined. Where Bidders are already ISO 9001 registered, they shall submit a certified copy of their registration certificate.

2. Quality Control Organisation Structure

Demonstrate how the quality control system and organisation works intertwined with the organisational structure of the project including the subcontractors. The role of the quality control manager, conformance management unit and quality control engineers, their responsibilities and authority is to be outlined.

3. Quality Control Duties

Detail the QC team duties, procedures, reporting, tests, work approvals, Non-Conformance, lab control, auditing and training.

4. Laboratories

Description of how the quality control team will approve the field and supplier's laboratories personnel and lab equipment before any work is performed. Demonstrate how to insure that they meet the work scope according to the Contractor's work plan.

5. Reporting and Request for Inspection appraisals from monitoring Consultants

Full description of the preliminary and routine quality control, submittal and non-conformance reports, computer information system and reports to the supervision using the relevant forms. Description of statistical analysis is to be submitted in the reports.

6. Internal Auditing

Description of auditing procedures, their frequency and how the auditing activities will be reported to the supervision.

7. Training

Description of the training activities to all relevant personal, the main subjects to be trained, frequency, methods and feedback.

SCHEDULE G
Approach and Methodology
(Not more than 10 pages)

The bidder shall describe its approach and methodology for executing this project in brief (not more than 10 pages) covering aspects like

- Design and construction philosophy
- Programme Development
- Risk identification and mitigation strategy
- Financial management of contract
- Anything relevant to this project

SCHEDULE H
ESHS Management Strategies and Implementation Plans
(ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the following:

1. [the Works Requirements described in Section VI];
2. [Environmental and Social Management Plan (ESMP)];
3. [specify any other relevant document/s]

SCHEDULE I

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the following:

1. [the Works Requirements described in Section VI];
2. [Environmental and Social Management Plan (ESMP)];
3. [specify any other relevant document/s]

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Bidder's Qualification Forms

SCHEDULE J

Form ELI -1.1	
Bidder Information Form	
<div style="text-align: right;"> Date: _____ RFB No. and title: _____ Page _____ of _____ pages </div>	
Bidder's name	
In case of Joint Venture (JV), name of each member:	
Bidder's actual or intended country of registration: [indicate country of Constitution]	
Bidder's actual or intended year of incorporation:	
Bidder's legal address [in country of registration]:	
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____	
1. Attached are copies of original documents of <div style="margin-left: 20px;"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.1 and 4.2 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.5, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer </div> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.	

Form ELI -1.2

Bidder's JV Information Form (to be completed for each member of Bidder's JV)

Date: _____
RFB No. and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.5.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur during 3 years prior to the deadline for application specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed during 3 years prior to the deadline for application specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (equivalent INR)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> All pending litigation shall in total not represent more than 50% of the Bidder's net worth in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (equivalent INR)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No consistent history of court/arbitral award decisions against the Bidder during 3 years prior to the deadline for application. Sub-Factor 2.4			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (equivalent INR)

Form CON – 3

Environmental, Social, Health, and Safety Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (equivalent INR)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to ESHS performance		
Year	Contract Identification	Total Contract Amount (equivalent INR)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>

Schedule K**Form FIN – 3.1:****Financial Situation and Performance**

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (INR)	Historic information for previous 5 years, 2013-14 to 2017-18 (amount in equivalent INR)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (equivalent INR)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for 5 (*five*) years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹ for the 5 (*five*) years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

Form FIN – 3.2:**Average Annual Construction Turnover**

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Annual turnover data		
	Amount and Currency	In INR
2017-18		
2016-17		
2015-16		
2014-15		
2013-14		
Average		

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Note: In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

Form FIN – 3.3:**Current Contract Commitments / Works in Progress**

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

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Equivalent INR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR/month]
1					
2					
3					
4					
5					

SCHEDULE L**Form EXP (a)****General Construction Experience**

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB/ No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works and Services performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works and Services performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works and Services performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP (b)**Specific Construction and Contract Management Experience**

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				INR
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP (b) (cont.)**Specific Construction and Contract Management
Experience (cont.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	INR
2. Physical size of required Works and Services items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP (c)**Construction Experience in Key Activities**

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name¹ (as per ITB 38.2): _____

ICB No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 36.2 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			INR	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				

¹ If applicable

	Information
Employer's Name:	
Address: Telephone/fax number E-mail:	

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two

3.

Form EXP (d)

Professional Consultancy / Associated Consultant's Experience

Bidders are to provide information on each assignment for the consultant / consultancy firm associated for this assignment using the format below.

Assignment name:	Approx. value of the contract (in Equivalent INR):
Country: Location within country:	Duration of assignment (months):
Name of Employer/Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Equivalent INR):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Schedule M

Project Business Plan

Each Bidder is required to submit a detailed project business plan showing the project financial plan, payment, work and receipt model, financial resources and detailed financial closing schedule.

1. Project Financial Plan

Bidders are to demonstrate a Project Financial Plan with focus on the reconciliation of Detailed Resources Based Work Program including all other related technical aspects with financial aspects of the project, in particular cash flow and the financial resources needed and available to demonstrate the level of understanding of the Bidder regarding the required complementary nature of these aspects to carry out the Works and Services satisfactorily.

Bidders are also to demonstrate that they have in place the required Work Plan, Cash flow, financial management and reporting systems to ensure expenditure targets are achieved and Employer invoicing is timely and accurate.

The descriptions and data provided herein must be complete and sufficiently detailed and accurate, so that the quality of the financial plan can be evaluated.

2. Payment, Work and Receipt Model

Each Bidder shall submit financial projections for the Term of Contract in the form of a detailed computer payment, work and receipt model.

The presentation of the model shall include all details, assumptions and formula serviced in the preparation thereof. The presentation of the model should enable the Tender Committee to check the accuracy and logic of such formula and to perform sensitivity analysis of the underlying assumptions of the financial model.

All statements shall be in accordance with generally accepted international accounting standards (GAAP/IFRS) and for all accounting purposes and/or taxation reporting methods, the statements shall be based on the financial asset method.

The model shall include the following:

- i. Key assumptions;
- ii. Capital expenditure;
- iii. Operation and maintenance costs;
- iv. Electricity consumption rates and costs;
- v. Detailed financing assumptions;
- vi. Taxation depreciation policy and tax allowances; and
- vii. Macro-economic assumptions.

3. Financial Resources

The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

- (i) the cash-flow requirements for mobilisation, establishment and the completion of the contract works for the first 2 years: and
- (ii) the overall cash flow requirements for this contract and its current commitments.

SCHEDULE N
Duty Exemption Form
(Name of the Project)

(Declaration regarding customs duty exemption for materials/
Construction equipment bought for the work)

(Bidder's Name and Address)

To:

[Employer]

Dear Sir:

Re: [Name of the Contract]

Certificate for Import/Procurement of Goods/Construction Equipment

1. We confirm that we are solely responsible for obtaining custom duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the Employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India Customs Notification No. 85/99 read along with all subsequent amendments.
3. The goods/construction equipment for which certificates are required is as under:

Items	Make/ Brand Name	Capacity [where applicable]	Quantity	Value	State whether it will be procured locally or imported [if so from which country]	Remarks regarding justification for the quantity and their usage in works
Goods						
Construction Equipment						

4. We agree that no modification to the above list is permitted after bids are opened.

5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the construction programme and methodology as furnished by us along with the bid.
6. We confirm that the above goods will be exclusively used for the construction of the above work and construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____ (Signature) _____

Place: _____ (Printed Name) _____

(Designation) _____

(Common Seal) _____

This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.

SCHEDULE O
Dispute Review Board
Form DRB-1

Proposed member by Employer (Sub-Clause _____
6.2.1 of Particular Conditions):
Acceptable to the Bidder _____ (Yes/No)
Proposed member by Bidder _____
Member Name: _____
CV of the member to be provided in a similar format as the one proposed by the
Employer:

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [*name of Bidder*] (hereinafter called "the Bidder") has submitted his Bid dated _____ [*date*] for the construction of _____ [*name of Contract*] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [*name of bank*] of _____ [*name of country*] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [*name of Employer*] (hereinafter called "the Employer") in the sum of _____¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

- 1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
or
- 2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, and if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instruction to Bidders ("ITB"); or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 31 of the ITB.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ (120 days after the deadline for submission of Bids) or beyond any period of extension if requested under ITB 18.2., notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, Name, and Address]

¹ *The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:
None

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:
Please refer to the website <http://www.un.org/en/sc/>