

GOVERNMENT OF GUJARAT
ROADS AND BUILDINGS DEPARTMENT

Second Gujarat State Highway Project
(Under Assistance from World Bank)

Contract No. GSHP-II/NCB/02A

NAME OF WORK- **Widening and Strengthening to Two Lanes with
Hard Shoulders of Bayad – Dhoridungri State
Highway-69 in North Gujarat Region (from km
0+000 to 17+961)**

BIDDING DOCUMENTS

[For National Competitive Bidding (NCB) with Post-Qualification Requirements]

Volume I

SECTION	DESCRIPTION
1	INVITATION FOR BID (IFB)
2	INSTRUCTIONS TO BIDDERS (ITB)
3	FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE
4	CONDITIONS OF CONTRACT
5	CONTRACT DATA
5A	SPECIFICATIONS
5B	ADDITIONAL SPECIFICATIONS
7	SPECIFICATIONS (ELECTRICAL)
8	BILL OF QUANTITIES
	FORMS OF SECURITIES

Issued to M/s. _____

Executive Engineer State Road Project Division, R&BD, 709, E- Block, Kuber Bhavan, Vadodara (Gujarat), India PIN-390 001	Phone: 0265-2418381 E-mail: exesrd-vad-rnb@gujarat.gov.in
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GOVERNMENT OF GUJARAT

ROADS AND BUILDINGS DEPARTMENT

Name of Work: Widening and Strengthening to Two Lanes with Hard Shoulders of Bayad – Dhoridungri State Highway-69 in North Gujarat Region (from km 0+000 to 17+961)

Contract No. **GSHP-II/ NCB/02A**

BIDDING DOCUMENTS FOR ITEM RATE CONTRACT

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¹These documents shall not be issued by the employer but shall be submitted by the Bidder along with the Bid (Ref. Section 2).

TIME DATA SHEET

Name Of Work:	Widening and Strengthening to Two Lanes with Hard Shoulders of Bayad – Dhoridungri State Highway-69 in North Gujarat Region (from km 0+000 to 17+961)	
Period of Availability of Bidding Document on Website	From: 22/12/2014 at 12:00 hrs (IST)	To 27/01/2015 at 12:00 hrs (IST)
Time and Date of Pre-Bid Conference:	Date: 05/01/2015	Time 15:00 hrs (IST)
Last Date and Time for Receiving Queries Online	Date 05/01/2015	Time 12:00 hrs (IST)
Last Date and Time for Uploading of Bids Online	Date 27/01/2015	Time 18:00 hrs (IST)
Time and Date of Opening of Bids:	Date 31/01/2015	Time 12:30 hrs (IST)
Place of Opening of Bids:	Superintending Engineer Project Implementation Unit R&BD Ground Floor, Nirman Bhavan Gandhinagar (Gujarat), India PIN-382010	

INVITATION FOR BIDS
(IFB)

GOVERNMENT OF GUJARAT
SECOND GUJARAT STATE HIGHWAY PROJECT (GSHP-II)
INVITATIONS FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING

Date: 22/12/2014

Bid No.: GSHP-II/NCB/02A

1. The Government of Gujarat through Government of India has ***received*** a loan from the International Bank for Reconstruction & Development towards the cost of Second Gujarat State Highway Project (GSHP-II) and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. 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 Clause 4 of the Instructions to Bidders to qualify for the award of the contract.
2. The **Secretary, R&B Department, Gujarat** invites item rates bids in electronic tendering system for the construction of work detailed in the table. The bidders may submit bids for the work contained in the table at the end of this e-Procurement Notice IFB. Date of release of Invitation for Bids through e-procurement: 22/12/2014.
3. The bid document is available online and bids are to be submitted online through the e-tendering portal <http://rnb.nprocure.com> only. Bids submitted manually will not be accepted. The bidders would be required to register in the web-site which is free of cost. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

“Aspiring bidders who have not obtained the User ID and Password for participating in e-tendering may obtain the same by registering in the website <http://rnb.nprocure.com>.
4. The bidders are required to submit
 - (a) Original demand draft towards the cost of bid document
 - (b) Original bid security in approved form
 - (c) Original affidavit regarding correctness of information furnished with the bid document

and

(d) Original power of attorney as per provisions of Clause 4.5 B.(d) of ITB

to the Office of the Superintending Engineer, Project Implementation Unit R&BD, Gandhinagar, after last bid uploading date & time but before the date and time of opening of Bids, either by registered post or by hand, failing which the bids shall not be opened.

- i. The above four documents shall be submitted in one envelope. The bidders shall not write their names or addresses on this envelope.
 - ii. The number mentioned on acknowledgement of online submission of the bid by the bidder shall be mentioned on envelope containing the documents as detailed above. The name of work shall also be written on the envelope.
 - iii. Bid Security: Rs 5.0 Million (Rupees Fifty lacs only)
 - iv. Cost of Bid Form: Rs 18000/- (Rupees Eighteen thousand only) (non-refundable) only in form of demand draft in favour of Executive Engineer, State Road Project Division Vadodara payable at Vadodara.
5. Deleted
6. A pre-Bid meeting will be held on 05/01/2015 at 15:00 Hours(IST).at the Conference Room, Ground Floor, Nirman Bhavan Sector 10A, Gandhinagar to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of ‘Instructions to Bidders’ of the bidding document.
7. The last Date and time for uploading of bids through the e-tendering portal <https://nprocure.com> is 27/01/2015 upto 18:00 Hours (IST) and will be opened on 31/01/2015 at 12:30 Hours (IST). If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
8. Other details can be seen in the bidding documents.
9. The Employer shall not be held liable:
- i. If bidder could not upload his bid
 - ii. Uploaded bid could not be opened
 - iii. If opened bid does not provide all the uploaded information.
10. The system will attempt to notify the bidders of any bid updates, The Employer shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify

the website for the latest information related to the tender.

TABLE

Package No.	Name of work	Approximate value of work (Rs)	Bid Security(Rs)	Cost of document(Rs)	Period of completion
1	2	3	4	5	6
GSHPII/NCB/ 2	Widening and Strengthening to Two Lanes with Hard Shoulders of Bayad – Dhoridungri State Highway-69 in North Gujarat Region (from km 0+000 to 17+961)	Rs. 30.72 Crore	Rs. 5 million (Rupees Fifty lacs only)	Rs. 18,000/-	18 Months

Superintending Engineer
Project Implementation Unit R&BD
Ground Floor, Nirman Bhavan
Gandhinagar (Gujarat), India PIN-382010
Telephone: 079-23252986 Facsimile: 079-23251915
E-mail: se-piu-rnb@gujarat.gov.in

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

Section 1: Instructions to Bidders

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A General

Scope of Bid

- 1.1 The Secretary to Government of Gujarat in Roads and Buildings Department (referred to as Employer in these documents) on behalf of the Governor of Gujarat invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

2. Source of Funds

- 2.1 The Government of India has received a loan from the International Bank for Reconstruction and Development (hereinafter interchangeably called "the Bank") towards the cost of Second Gujarat State Highway Project (GSHP-II) and intends to apply a part of the funds to cover eligible payments under the contract for the Works. Payments by the Bank will be made only at the request of the borrower and upon approval of the Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the Bank may specifically otherwise agree, no party other than the borrower shall derive any rights from the *Loan Agreement* or have any rights to the loan proceeds.
- 2.2 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 goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

3. Eligible Bidders

- 3.1 This *Invitation for Bids* is open to all bidders from the eligible countries as defined under the *IBRD Guidelines for Procurement*. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in the eligible source countries. Please refer to annex-1 on eligibility of country.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Borrower or Sub-borrower.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-clause 37.1.

4. Qualification of the Bidder

- 4.1** All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2** In the event that Pre-qualification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award for Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in Section 2.
- 4.3** If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:
- (a). copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b). total monetary value of construction work performed for each of the last five years;
 - (c). experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d). major items of construction equipment proposed to carry out the Contract;
 - (e). qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f). reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
 - (g). evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
 - (h). authority to seek references from the Bidder's bankers;
 - (i). information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
 - (j). The sub-contracting is allowed and acceptable only for certain specialized items of work like piling works for bridge foundation, bearings, Expansion joints or any similar other specialized works for carrying out the Works more effectively.

Sub-contracting of the works by vertical splitting (Milestone/part of a Milestone i.e., all the items of Works in the part or full road length of the Milestone) of the Works is not acceptable. For each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed.

The Contractor may subcontract with the approval of the Employer only up to a max of 25% of the Contract Price.; and

- (k) the proposed methodology and program of construction including Environmental Management Plan, backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- 4.4** Bids submitted by a joint venture of two or three firms as partners shall comply with the following requirements:
- [a] the bid shall include all the information listed in Sub-clause 4.3 above;
 - [b] the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - [c] one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - [d] the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - [e] all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
 - [f] The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - [g] The Joint Venture Agreement should be registered any where in Gujarat so as to be legally valid and binding on partners.; and
 - [h] a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. 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.
- 4.5 A. To qualify for award of the contract, each bidder in its name should have in the last five years i.e. from 2009-10 to 2013-14:**
- (a). achieved, in at least two financial years, a minimum annual financial turnover (in all classes of civil engineering construction works only) of Rs 307.22 Million
 - (b). satisfactorily completed (not less than 90% of contract value), as a prime contractor, (or as subcontractor duly certified by the employer/main contractor) at least one similar work. Similar work is defined as “Single work of widening to two lane or more and strengthening of roads of value not less than Rs. 410 million involving earthwork, GSB, WMM/WBM, BUSG and BM/DBM/SDBC/BC etc. and pipe culvert / box culvert / minor bridge work.

- (c). executed in any one year, the following minimum quantities of work:

Earthwork in both excavation and embankment (combined quantities)	28000 Cum
Granular Sub-Base (GSB)	51000 Cum
Wet Mix Macadam (WMM)	32000 Cum
Bituminous Works (B.M., DBM, SDBC&BC)	27000 Cum
cement concrete (including RCC and PSC)	3000 Cum

- (d). **Not applicable**

- (e). **Not applicable**

Financial turnover and cost of completed works of previous years shall be given weightage of 10% per year based on rupee value to bring them to 2013-2014 price level.

4.5 B. Each bidder should further demonstrate:

- (a) availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:

Sl No	Details of equipment	Capacity	Max age as on date of Submission of Bid (Years)	Minimum Number required
1	Dozer	200 Cum/hr	5	1
2	Motor Grader	ENGINE OUTPUT ABOVE 150KW (BLADE 3.35 M) Spreading soil 200 Cum/hr	5	2
3	Hydraulic Excavator	1.0 Cum Capacity	5	2
4	Vibratory Roller	Minimum 8-10 Tonne static weight	5	2
5	Tandem Roller	Minimum 8-10 Tonne	5	2
6	Pneumatic Road Roller	Minimum 200-300KN	5	1
7	Tipper (Dumpers)	10-14 Cum Capacity	5	15
8	Baby Roller	2-4 Tonnes	5	1
9	Water Tanker	6-10KL	5	3
10	Hot Mix Plant (Batch Type) with electronic controls and vibratory screens with scrubber	Minimum 100 TPH	3	1
11	WMM Mixing Plant	Minimum 100 TPH	3	1
12	Stone Crushing Plant (Cone Crusher with Primary and Secondary Crusher).	Minimum 150 TPH	3	1
13	Paver Finisher Hydrostatic with sensor control	100 TPH Size 5.5m	5	1
14	Paver Finisher with Electronic Sensing Device for WMM work.	100 TPH Size 5.5m	5	1
15	Bitumen pressure distributor	1750 Sqm/hr	5	2 (1 for Prime coat) (1 for tack coat)
16	Power Broom	1250 Sqm/hr	5	1
17	Loader Backhoe	1.0 Cum capacity	5	3

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 2.

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the above list.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3 (k) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

- (b) availability for this work of a Project Manager with no less than fifteen years' experience in construction of similar civil engineering works and other key personnel with adequate experience as below

Sl. No.	Position	No.	Total Work Similar Experience (years)	Experience In Similar Position (years)	Qualification and Specific Experiences
1	Project Manager	1	15	10	Degree in Civil Engg. & must have worked as project manager
2	Highway Engineer	1	10	5	Degree in Civil Engg. & must have worked as Highway Engr. Or Diploma with a total experience of 15 years and 8 years in similar position.
3	Bridge Engineer	1	10	5	Degree in Civil Engg. & must have worked as Bridge Engr. Or Diploma with a total experience of 15 years and 8 years in similar position
4	Material Engineer	1	10	5	Degree in Civil Engg. & must have worked as material Engr. Or Diploma with a total of 15 years of experience with 8 years in similar position.
5	Quantity Surveyor	1	5	3	Degree/ Diploma in Civil Engg. & must have worked as Quantity surveyor
6	Land Surveyor	1	5	3	Diploma in Civil Engg. & must have worked as land surveyor
7	Mechanical/ Equipment Maintenance Engineer	1	5	3	Dip/Degree in Mech. Engineering.
8	Environmental cum road safety manager	1	5	3	Graduate and preferably with post graduate degree/diploma in environmental science or equivalent & must have worked as Quantity surveyor

- (c) liquid assets and/or availability of credit facilities of no less than **Rs.68** million in the format given in Section 2.

(Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.)

- (d) Affidavit regarding correctness of certificates

4.5 C. To qualify for this work invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the qualifying criteria.

4.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-clause 4.5. However, for a joint venture to qualify each of its partners must meet at least 50 per cent of the minimum criteria set in Sub-clause 4.5 above and all the partners collectively must meet the criteria specified in Sub-clause 4.5 above in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.

Sub-contractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, except to the extent stated in Clause 4.5 [A] (c),(d) and (e) above.

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

$$\text{Assessed Available Bid capacity} = (A * N * 1.5 - B)$$

where

- A = Maximum value of civil engineering works executed in any one year during the last five years (updated to **2013-14** price level) taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which the Bids are invited=**1.5 Years**
B = Value, at **2013-14** price level, of existing commitments and on-going works to be completed during the next 1.5 years (period of completion of the works for which bids are invited)

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.*

- 4.8** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5 One Bid per Bidder

- 5.1** Each bidder shall submit only one bid for one contract either individually or as a partner in a Joint Venture. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6 Cost of Bidding

- 6.1** The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7 Site visit

- 7.1** The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain 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.

** the financial year in which bids are received*

B Bidding Documents

8. Content of Bidding Documents

- 8.1** The set of bidding documents comprises the documents listed in the table below and addenda

issued in accordance with Clause 10:

Section	
	Invitation for Bids
1	Instructions to Bidders
2	Forms of Bid and Qualification Information
3	Conditions of Contract
4	Contract Data
5	Specifications
6	Drawings
7	Bills of Quantities
8	Forms of Securities

8.2 The bidder has to submit these bid documents online.

9. Clarification of Bidding Documents

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

9.2 Pre-bid meeting

- 9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the Office of the Superintending Engineer, Project Implementation Unit R&BD, Nirman Bhavan Gandhinagar, Gujarat on 05/01/2015 at 15:00 Hours (IST).
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions online through the portal, not later than one week before the meeting.
- 9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on the website. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website <http://gshp.nprocure.com> under "Latest Corrigendum" and email notification is also automatically sent to those bidders who has shown interest for on line participation
- 10.2 Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who

have downloaded the bidding document and has shown interest for on line participation

The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, The Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C Preparation of Bids

11. Language of the Bid

- 11.1 All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

- 12.1 The bid submitted by the bidder shall comprise the following:

- (a) The Bid (in the format indicated in Section 2).
- (b) Bid Security;
- (c) Priced Bill of Quantities;
- (d) Qualification Information Form and Documents;

and any other materials required to be completed and submitted by bidders in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 8.1 shall be filled in without exception.

- 12.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.

13. Bid Prices

- 13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill Quantities submitted by the Bidder.
- 13.2 The bidder shall make online entries to fill in rates in bill of quantities as narrated in clause 38, sub clause 38.9. The items for 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 other rates and prices in the Bill of Quantities.
- 13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

Note: *"Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They 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). 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 the bill of quantities, construction programme and methodology, the certificates will be issued. For allowing the process of the application, the Bidders are encouraged to submit their application for availing excise/custom duty exemption benefits with in fifteen days(15 days) after signing the contract. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. The bids which do not conform to the above provisions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment*

/machinery/goods as a result of the above shall not be a cause for granting any extension of time."

- 13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Conditions of Contract.

14. Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

- 15.1 Bids shall remain valid for a period not less than ninety days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.
- 15.3 Not Applicable.
- 15.4 Bid evaluation will be based on the bid prices.

16. Bid Security

- 16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Executive Engineer State Road Project Division, Vadodara, Payable at Vadodara and may be in one of the following forms:
- a bank guarantee issued by a nationalized / scheduled bank located in India or a reputable bank located abroad with counter guarantee from a nationalised/scheduled commercial bank located in India in the form given in Section 8; or
 - Certified cheque, Bank draft or Letter of Credit in favour of Executive Engineer State Road Project Division, Vadodara, Payable at Vadodara.
- 16.2 Bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive. The bid security of a joint venture must define as 'bidder' all joint venture partners and list them in the following manner : a joint venture consisting of '.....', '.....', and '.....'.
- 16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.
- 16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; *or*
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security. or
- (d) if the Bidder does not provide original copies of tender fee, bid security and original affidavit regarding correctness of information within prescribed time limit as per clause 38, subclause 38.11 & 38.12.

17. Alternative Proposals by Bidders

- 17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

18. Deleted

D. Electronic Submission of Bid

19. Deleted

20. Deadline for Submission of the Bids

- 20.1** Bids must be uploaded as per clause 38. When the bidder submit his bid, Bid no, Name of work, IP address, Bid receipt no, time and date of submission will be automatically generated by the system.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids:

- 21.1** The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

22. Modification and Withdrawal of Bids

- 22.1** Bidders may modify /withdraw their bids online before the deadline prescribed in Clause 20. The system provides option for modifying or withdrawing the bid. Bidder can withdraw or modify his bid before last date and time as mentioned in para -7 of IFB. However for further detail bidder may refer user manual as mentioned in Clause 38 of ITB
- 22.2** deleted.
- 22.3** deleted
- 22.4** deleted
- 22.5** Bidders may offer discounts to or modify the prices of their bids as they may choose prior to bid submission due time.

E. Bid Opening and Evaluation

23. Bid Opening

- 23.1 The Employer will open all the Bids as per sub-clause 38.13online.at Office of the Superintending Engineer, Project Implementation Unit, Ground Floor Nirman Bhavan.Sector-10/A Gandhinagar-382010 Gujarat. On date 31/01/2015, time: 12:30 Hours (IST). In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2 deleted.
- 23.3 The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be recorded as bid opening summary and uploaded by the Employer on the portal. No bid shall be rejected at bid opening.
- 23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 18.3 of ITB and upload the same for viewing online.

24 Process to Be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Bids

- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.
- 26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Deleted

28. Deleted

29 Evaluation and Comparison of Bids

- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.
- 29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 27; or
 - (b) making an appropriate adjustments for any other acceptable variations, deviations; and
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 22.5.
- 29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 29.4 The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

- 29.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, 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, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

30 Deleted

F. Award of Contract

31 Award Criteria

- 31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.
- 31.2 If, pursuant to Clause 12.2 this contract is being let along with other contracts, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently, taking into account any discounts offered by the bidders for the award of more than one contract.

32 Employer's Right to accept any Bid and to Reject any or all Bids

- 32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33 Notification of Award and Signing of Agreement

- 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.
- 33.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be kept ready for signature of the successful bidder in the office of employer within 28 days following the notification of award along with the Letter of Acceptance.

- 33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

- 34.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract:
- a bank guarantee in the form given in Section 8; or
 - Certified cheque/Bank draft, in favour of Executive Engineer, State Road Project Division, Vadodara payable at Vadodara.
- 34.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer or (c) by a foreign bank through a correspondent Bank in India [scheduled or nationalized]. The performance security of a Joint Venture shall have the name of the joint venture as name of contractor.
- 34.3 Failure of the successful bidder to comply with the requirements of sub-clause 34.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

35. Advance Payment and Security

- 35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36. Adjudicator

- 36.1 The Employer proposes that Mr. Subhash Ishvarbhai Patel, Additional. CEO, GSDMA, Govt. of Gujarat (Retd.) be appointed as Adjudicator under the Contract, at a daily fee of Rs.5,000.00 plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by President, Executive Committee, Indian Roads Congress, New Delhi at the request of either party.

37. Corrupt or Fraudulent Practices

Please see the Annex-2 on fraud and corruption

38. E-Tendering:

- 38.1 Bidders shall have to submit their bids electronically and in physical form as described below.
- 38.2 The bid submission shall be through website <http://gshp.nprocure.com> and <http://www.nprocure.com>
- 38.3 Bidders are advised to get fully familiar with the e-procurement procedure for this bid. Detailed guidelines for intending bidders are provided at the same web site. Bidders may go through the following.

- 38.4 User Manual for Bidders available under “Quick Links” on home page of <https://nprocure.com> and “FAQs” on home page of the same website. Bidders may contact (n)procure through phone or fax on numbers specified under “Contact Us” on their home page. Alternatively bidders may contact (n) procure through e-mail at address provided under “Contact Us” on their home page.
- 38.5 Some basic requirements for taking part in bidding through this website are reproduced below.
- 38.5.1 (n)Procure Portal Requirement:
- 38.5.1.1 Computer with Windows XP (with min. Service Pack 3) / Vista / 2003 / Win-7.0 (with full Administrative rights)
- 38.5.1.2 Internet Explorer version 7.0 or 8.0 only
- 38.5.1.3 Legally valid class 3 Digital Signature Certificate. i.e. 2 Separate Certificates-Signing & Encryption under Indian Root CA chain.
- 38.5.2 Detailed guidelines for viewing and downloading bids and submission of online bids are given on the website. Any person can visit this website and view and download the Invitation for Bids and the details of works for which bids are invited for free. However, the bidder is required to submit demand draft towards cost of bid document in favour of the name given in e-Procurement Notice/IFB.
- 38.5.3 Aspiring bidders who have not obtained the User ID and Password for participating in e-tendering may obtain the same by registering in the website <http://gshp.nprocure.com>. The bidder should get registered in the web site <http://gshp.nprocure.com> using the relevant option available and paying required fees. If bidder happens to be a joint venture, registration shall be in the name of JV.
- 38.5.4 The bidder is required to have a legally valid class 3 Digital Signature Certificate (DSC). The DSC can be obtained from any authorised certifying agencies. Then the Digital Signature registration has to be done with the e-token, after logging into the site.. If bidder happens to be a joint venture, DSC shall be obtained in the name of JV. After this, the bidder can login the site through the secured login by entering the password of the e-token & the user id/ password chosen during registration.
- 38.6 The bid document can be downloaded free of cost. After viewing and downloading the bid and schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 38.7 The completed bid comprising of documents indicated in ITB clauses, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates and other documents as are mentioned in various sections in the bidding document.
- 38.8 All the documents are required to be signed digitally by the bidder. Scanned copies of the following documents shall be uploaded on the website <http://gshp.nprocure.com> at the appropriate place.
- i) Demand Draft towards the Cost of Bid Document (Clause 4 of IFB)
- ii) Bid Security in any of the forms specified in ITB (Clause 16 of ITB)

- iii) Copy of PAN Card issued by Income Tax Authorities (Clause 4.5 B. (d) of ITB)
 - iv) Evidence of access to line of credit (Clause 4.5 B. (c) of ITB)
 - v) Annual Turnover Certificate from Chartered Accountant for last five financial years forms with breakup of civil works and total works each financial years. (Clause 4.5 A. (a) of ITB)
 - vi) Joint Venture Agreement, in case of Joint Venture. (Clause 4.4 [h] of ITB)
 - vii) Affidavit regarding correctness of certificates (Clause 4.5 B. (d) of ITB)
 - viii) Similar nature of works executed (Clause 4.5 A. (b) of ITB)
 - ix) Works in hand (Clause 4.7 of ITB)
 - x) Machineries owned/brought on hire (Clause 4.5 B. (a) of ITB)
 - xi) Project Manager and other key staff (Clause 4.5 B (b) of ITB)
 - xii) Other remaining documents (Clause 4.3/4.4 of ITB)
- 38.9 The bidder shall make online entries to fill in rates in bill of quantities. Upon numerical entry, the amount in words would automatically appear and upon entry of rates in all the items of work, total bid price would automatically be calculated by the system and would be displayed.
- 38.10 After electronic on line bid submission, the system will generate a unique bid identification number which will be time stamped. This shall be treated as acknowledgement of bid submission.
- 38.11 Submission of Original Documents: The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) original bid security in approved form and (c) original affidavit regarding correctness of information furnished with bid document as per provisions of ITB and (d) Original power of attorney as per provisions of Clause 4.5 B.(d) of ITB with the office specified in the Bid Data Sheet on or before date and time of bid opening, either by registered post or by hand, failing which the bid shall not be opened
- 38.12 The physical submission of all documents shall be in writing / printing and delivered by registered post or courier against receipt only. Bidders are required to submit all original documents on or before 3 days after the date and time of closing of bids.
- 38.13 Bids will be considered for opening at date and time as per clause 23.1. Bids of only those bidders who have furnished original certificates in physical mode and in prescribed time limit (clause 38.12) will be considered for opening. Bidders may choose to send their representatives at the place and time of bid opening.
- 38.14 Uploaded bids will be considered as of the firm whose DSC has been used to upload and information supplied are of that firm only. If owner firm of DSC and firm whose information is uploaded are different, the bids will be rejected.

Annex-1

Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting

Services in

Bank-Financed Procurement

1. In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: “none”

Under ITB 4.7(b) and 5.1: “none”

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor’s accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.

Annex-2

Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.² 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” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;³
 - (ii) “fraudulent practice” 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;⁴
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁵
 - (iv) “coercive practice” 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;⁶
 - (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 paragraph 1.16(e) below.

²In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³ For the purpose of this sub-paragraph, “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.

⁴ For the purpose of this sub-paragraph, “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.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁶ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁸;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

⁷ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁸ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.