

BIDDING DOCUMENTS

Issued on: _____

For

ICB No: OSRP-CW- ICB-P02A

[INTERNATIONAL COMPETITIVE BIDDING]

***Construction for Widening & Strengthening of
Existing Carriageway to 2-lane road from
Bhadrak to Pirhat***

(Km. 0/0 to Km. 27/500 of SH-9)(Balance Works)

Project: Odisha State Roads Project

Volume-I

(Bidding Procedures)

Employer: Works Department, Government of Odisha,
Bhubaneswar, INDIA

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Table of Contents

PART 1 – Bidding Procedures	1
Section I. Instructions to Bidders.....	3
Section II. Bid Data Sheet.....	29
Section III. <i>Evaluation and Qualification Criteria (Without Prequalification)</i>	35
Section IV. Bidding Forms	51
Section V. Eligible Countries	81
PART 2 –Works Requirements	83
Section VI. Works Requirements	85
PART 3 – Conditions of Contract and Contract Forms	1
Section VII. General Conditions (GC).....	2
Section VIII. Particular Conditions (PC).....	2
Section IX. Annex to the Particular Conditions - Contract Forms	2

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders

Table of Clauses

A. General.....	5
1. Scope of Bid.....	5
2. Source of Funds	5
3. Fraud and Corruption.....	6
4. Eligible Bidders	8
5. Eligible Materials, Equipment, and Services.....	10
B. Contents of Bidding Documents.....	10
6. Sections of Bidding Documents.....	10
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	11
8. Amendment of Bidding Documents	12
C. Preparation of Bids	12
9. Cost of Bidding	12
10. Language of Bid.....	12
11. Documents Comprising the Bid.....	13
12. Letter of Bid and Schedules.....	13
13. Alternative Bids	13
14. Bid Prices and Discounts	14
15. Currencies of Bid and Payment	15
16. Documents Comprising the Technical Proposal.....	15
17. Documents Establishing the Qualifications of the Bidder.....	15
18. Period of Validity of Bids.....	16
19. Bid Security	16
20. Format and Signing of Bid.....	18
D. Submission and Opening of Bids.....	19
21. Sealing and Marking of Bids	19
22. Deadline for Submission of Bids	19
23. Late Bids	20
24. Withdrawal, Substitution, and Modification of Bids	20
25. Bid Opening.....	20
E. Evaluation and Comparison of Bids.....	21
26. Confidentiality	21
27. Clarification of Bids.....	22
28. Deviations, Reservations, and Omissions.....	22
29. Determination of Responsiveness.....	22
30. Nonmaterial Nonconformities	23

31.	Correction of Arithmetical Errors	23
32.	Conversion to Single Currency	24
33.	Margin of Preference	24
34.	Evaluation of Bids.....	24
35.	Comparison of Bids	25
36.	Qualification of the Bidder	25
37.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	26
F.	Award of Contract.....	26
38.	Award Criteria	26
39.	Notification of Award.....	26
40.	Signing of Contract	27
41.	Performance Security.....	27

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 as specified in Section VI, Works Requirements. The name, identification, and number of lots (contracts) of the International Competitive Bidding (ICB) are provided in the BDS.
 - 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. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹In 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 party²;
- (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;³
- (iii) "collusive practice" is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is

¹In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees 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"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.

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

⁵"Party" refers to a participant in the procurement process or contract execution.

- (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, coercive or obstructive 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; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures^a, 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 nominated^b sub-contractor,

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

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

consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

3.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect any 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.

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

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:

- (a) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, 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 partners 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 at least one controlling partner 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 Employer 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 such Bidder 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 or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1 (d), or in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine.

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 Bidders 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 Works 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 an exception has been granted by the Bank, **as indicated 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 not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

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 Works Requirements

- Section VI. Works Requirements

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 Documents.
- 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 Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents 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 clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited 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 Documents

- 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 should 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 and Appendix to Bid
- (b) completed schedules as required, including priced Bill 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 continued qualified status or, if post-qualification applies, as indicated in accordance with ITB 4.8, 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 Bill 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 except as provided under ITB 20.2. 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 completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents 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 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 Bill 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 described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

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 14.3, 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(ies) of the bid and the currency(ies) of payments 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 the Schedule of Adjustment Data in the Appendix to Bid are reasonable, 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 work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as indicated in accordance with ITB 4.8, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.2 If a margin of preference applies as indicated in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference

shall supply all information required to satisfy the criteria for eligibility indicated in accordance with ITB 33.1.

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 in accordance with ITB 22.1. 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 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 determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the bid price shall be adjusted by the factor **specified in the BDS**.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional bank guarantee issued by a bank or

surety;

- (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 unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, 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.

- 19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, 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.
- 19.6 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.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bidor
 - (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.

- 19.8 The bid security or the Bid-Securing Declaration of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.
- 19.9 If a bid security is **not required in the BDS** pursuant to ITB 19.1, 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 sign the Contract in accordance with ITB 40; or furnish a performance security in accordance with ITB 41;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer 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 A bid submitted by a JVA shall comply with the following requirements:
- (a) Unless not required in accordance with ITB 4.1 (a), be

signed so as to be legally binding on all partners and

- (b) Include the Representatives's authorization referred to in ITB 14.1 (b), consisting of a power or attorney signed by those legally authorized to sign on behalf of the JVA.

20.4 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 Marking of Bids

21.1 The Bidder shall enclose the original and all copies of the 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 Documents 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 withdrawal 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 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 **asspecified 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 bids 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 or absence 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 Employer'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, Works Requirements have been met without any material deviation, reservation or omission.

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 nonconformities 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 quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. 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 rejected.
- 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, but including Daywork items, where priced competitively;
 - (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 14.3;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;

- (e) price adjustment due to quantifiable nonmaterial 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.
- 35. Comparison of Bids** 35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the lowest evaluated bid.
- 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 either continues to meet (if prequalification applies) or meets (if postqualification applies) 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 Subject to ITB 37.1, 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 successful 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 bid was not selected.

40. Signing of Contract

40.1 Promptly upon 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 Security

41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General 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 determined 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

A. Introduction		
ITB 1.1	The number of the Invitation for Bids is :	OSRP-CW-ICB-P02A
ITB 1.1	The Employer is :	Chief Engineer, DPI & Roads, Odisha <i>on behalf of</i> Works Department, Government of Odisha
ITB 1.1	The name of the ICB is : The identification number of the ICB is : The number and identification of lots (contracts) comprising this ICB is :	Construction for Widening & Strengthening of existing carriageway to 2-lane road from Bhadrak to Pirhat (Km. 0/0 to Km. 27/500 of SH-09 (Balance Works) PMU-WB-141/2015-15759 Dt-05.04.2016 <u>OSRP-CW-ICB-P02A :</u> Construction for Widening & Strengthening of Existing Carriageway to 2-lane road from Bhadrak to Pirhat (Km. 0/0 to Km. 27/500 of SH-9)(Balance Works) <u>OSRP-CW-ICB-P02B :</u> Construction for Widening & Strengthening of Existing Carriageway to 2-lane Road from Pirhat to Chandbali (Km. 27/500 to 45/000 of SH-9)(Balance Works)
ITB 2.1	The Borrower is:	Government of Odisha <i>through the</i> Government of India
ITB 2.1	Name of the Project is:	Odisha State Roads Project
ITB 4.1	Replace the existing clause 4.1 as below A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5.	
ITB 4.1 (a) & ITB 4.1 (b)	Joint Venture, Consortium or Association (JVCA) are not eligible to participate in this bid. Only single entities are eligible .	
ITB 4.8	Post Qualification will be applicable.	

B. Bidding Documents																			
ITB 6.1	Part-2 Section VI Works requirements – is divided into the following <ol style="list-style-type: none"> a. General Technical Requirements b. Part-I : General Technical Specifications c. Part-II : Supplementary Technical Specifications including additional technical Specifications d. Part-III: Technical Specifications for building works. 																		
ITB 7.1	For clarification purposes only, the Employer's address is:																		
	<table border="0"> <tr> <td style="padding-right: 10px;">Attention:</td> <td>Chief Engineer, DPI & Roads, Odisha</td> </tr> <tr> <td>Street Address:</td> <td>Nirman Soudha</td> </tr> <tr> <td>Floor/Room number:</td> <td>Conference Hall, Ground Floor</td> </tr> <tr> <td>City:</td> <td>Bhubaneswar</td> </tr> <tr> <td>ZIP Code:</td> <td>751001</td> </tr> <tr> <td>Country:</td> <td>India</td> </tr> <tr> <td>Telephone:</td> <td>0674-2396783</td> </tr> <tr> <td>Facsimile number:</td> <td>0674-2390080</td> </tr> <tr> <td>E- mail id:</td> <td>pmuosrp@gmail.com</td> </tr> </table>	Attention:	Chief Engineer, DPI & Roads, Odisha	Street Address:	Nirman Soudha	Floor/Room number:	Conference Hall, Ground Floor	City:	Bhubaneswar	ZIP Code:	751001	Country:	India	Telephone:	0674-2396783	Facsimile number:	0674-2390080	E- mail id:	pmuosrp@gmail.com
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Facsimile number:	0674-2390080																		
E- mail id:	pmuosrp@gmail.com																		
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: April 26, 2016</p> <p>Time: 11.00 A.M (IST)</p> <p>Place: Office of the Chief Engineer, DPI & Roads, Odisha, Nirman Soudha, Ground Floor, Bhubaneswar- 751 001, Odisha, India</p> <p>The Bidders are encouraged to visit the site and observe ground condition, borrow areas and quarries etc., and satisfy themselves about the suitability and sufficiency of the quantities etc.</p>																		
C. Preparation of Bids																			
ITB 10.1	The language of the bid is: English																		
ITB 11.1 (h)	The Bidder shall submit with its bid the following additional documents: <p style="text-align: center;">NIL</p>																		
ITB 13.1	Alternative bids not permitted.																		
ITB 13.2	Alternative times for completion not permitted.																		
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the works: not permitted for any part.																		

ITB 14.5	The prices quoted by the bidder shall be: Subjected to Price Adjustment
ITB 14.7	<p>Add at the following note at this clause</p> <p>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). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding documents.</p> <p>Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of the Government of India Central Excise Notification and Customs Notification as per form stipulated in section IV. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/construction equipment for which certificate is required is Nil.</p> <p>To the extent the employer determines the quantities indicated therein are reasonable keeping in view the bill of quantities, work schedule, construction programme and methodology, the certificates will be issued and no subsequent changes will be permitted. The certificate will be issued within 60 days of signing of the contract for material pertaining to BOQ quantities, equipment and machinery. In case of materials pertaining to Variation items and quantities the certificate shall be issued only on request from the contractor when in need and duly certified by the Engineer and no subsequent changes will be permitted.</p> <p>If the bidder has considered the customs/excise duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate.</p> <p>The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of customs/excise duty exemption for materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non responsive and rejected.</p> <p>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</p>

	extension of time.”
ITB 15.1	<p>The currency(ies) of the bid and the payment currency(ies) shall be in accordance with Alternative “A” as described below:</p> <p>Alternative A (Bidders to quote entirely in local currency):</p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in Indian Rupees, the name of the currency of the Employer’s country, and further referred to as “the local currency”. 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 - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by him for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p>
ITB 18.1	The bid validity period shall be 120 days excluding the deadline for bid submission.
ITB 18.2	Period of 28 days mentioned in the 6 th line of ITB clause 18.2 should be amended to read as 45 days.
ITB 18.3 (a)	Not Applicable
ITB 18.3 (b)	Not Applicable
ITB 19.1	A bid security shall be required and amount of the bid security shall be 7.6 Million Indian Rupees or US\$ 114,000.
ITB 19.3	Period of 28 days mentioned in the last sentence of the ITB Clause 19.3 should be amended to read as 45 days.
ITB 19.3(d)	Other types of acceptable securities: NIL
ITB 20.1	In addition to the original of the bid, the number of copies is: One
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: notarized affidavit of the Bidder / Legally enforceable power of Attorney.
D. Submission and Opening of Bids	
ITB 22.1	For bid submission purposes only, the Employer’s address is : Attention: Chief Engineer, DPI & Roads, Odisha Street Address: Nirman Soudha

	<p>Floor/Room number: Ground Floor City: Bhubaneswar ZIP Code: 751001 Country: India The deadline for bid submission is: Date: May 25, 2016 Time: 11:00 A.M (IST) Bidders shall not have the option of submitting their bids electronically.</p> <p>In the event the specified date is declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.</p>
ITB 25.1	<p>The bid opening shall take place at: Office of the Chief Engineer, DPI & Roads, Odisha Street Address: Nirman Soudha Floor/Room number: Ground Floor Conference Hall City : Bhubaneswar Country:India Date: May 25, 2016 Time: 11.15 A.M. (IST)</p> <p>In the event of the date specified for bid opening is declared a holiday for the Employer, bids will be opened at the appointed time on the next working day.</p>
ITB 25.3	<p>The Letter of Bid and Bill of Quantities shall be initialed by representatives of the Employer attending Bid opening. If initialization is required, it shall be conducted as follows:</p> <p>(a) The amount in figures as well as words shall be circled and shall be initialed</p> <p>(b) In case there are corrections in the amounts, either by over writing or striking, the same shall be specifically recorded and initialed.</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: Indian Rupees</p> <p>The source of exchange rate shall be: BC Selling Exchange Rate as published by the Main Branch, State Bank of India, Bhubaneswar, India.</p> <p>The date for the exchange rate shall be: Date of opening of bids.</p> <p>If the date of opening of bids happens to be a bank holiday, the rate for the preceding working day shall be considered.</p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative A that follows:</p>

	<p>Alternative A: Bidders quote entirely in local currency</p> <p>For comparison of bids, the Bid Price, corrected pursuant to Clause 31, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the bidder in accordance with Sub-Clause 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established by the authority specified and on the date stipulated above.</p>
ITB 33.1	A margin of preference shall not apply.

Section III. *Evaluation and Qualification Criteria*

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used. 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) – (e) the following criteria shall apply:

1.1 Assessment of adequacy of Technical Proposal with Requirements

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Employer's Requirements).

1.2 Multiple Contracts, if permitted under ITB 34.4, will be evaluated as follows:

Works are grouped into two packages (contracts) as described in BDS under ITB 1.1 and pursuant to Sub-Clause 34.4 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a package (contract), or a combination of both packages (contracts), in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts. If a bidder submits successful (lowest evaluated substantially responsive) bids for both packages (contracts), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Specific Experience
- Annual Turnover and Cash Flow requirements
- Equipment to be allocated
- Personnel required for Key Positions
- Bid Capacity

1.3 Alternative Completion Times, if permitted under ITB 13.2, will be evaluated as follows: Not applicable

1.4 Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: Not applicable

2. Qualification

<i>Factor</i>	2.1 ELIGIBILITY					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder⁶			
			Joint Venture, Consortium or Association (JVCA)			
			All partners combined	Each partner	At least one partner	
2.1.1 Nationality	Nationality in accordance with ITB 4.2.	Must meet requirement	Not applicable	Not applicable	Not applicable	Form ELI-1 and 2, with attachments
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.3.	Must meet requirement	Not applicable	Not applicable	Not applicable	Letter of Bid
2.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITB 4.4.	Must meet requirement	Not applicable	Not applicable	Not applicable	Letter of Bid
2.1.4 Government Owned Entity	Compliance with conditions of ITB 4.5	Must meet requirement	Not applicable	Not applicable	Not applicable	Form ELI-1 and 2, with attachments

⁶ Joint Venture, Consortium or Association (JVCA) are not eligible for this bid. Only single entities are eligible.

<i>Factor</i>	2.1 ELIGIBILITY					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder⁶				
		Single Entity	Joint Venture, Consortium or Association (JVCA)			
All partners combined			Each partner	At least one partner		
2.1.5 Ineligibility based on a United Nations resolution or Borrower's country law	Not having been excluded as a result of 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	Not applicable	Not applicable	Not applicable	Letter of Bid

Factor	2.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture , Consortium or Association (JVCA)			
All partners combined			Each partner	At least one partner		
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last <i>three (3)</i> 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	Not applicable	Not applicable	Not applicable	Form CON - 2

Factor	2.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture , Consortium or Association (JVCA)			
All partners combined			Each partner	At least one partner		
2.2.2 Pending Litigation	All pending litigation shall in total not represent more than <i>Thirty</i> percent (30%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JVCA	Not applicable	Not applicable	Not applicable	Form CON – 2

Factor	2.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	Lead partner		
2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder’s country, other financial statements acceptable to the Employer, for the last <i>Five</i> [5] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. <i>(a) Net Worth (calculated as the difference between total assets and total liabilities) should be positive.</i>	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN –1 with attachments

Factor	2.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	Lead partner	
	<i>(b) Should have made profit in each of the last 3 years for which Audited Financial Statements are available, i.e. 2012-13 to 2014-15.</i>	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN –1 with attachments
2.3.2. Annual Turnover	Annual turnover of <u>Contractor</u> should be minimum INR. 510 Million or US\$ 7.6 million or equivalent amount in any freely convertible currency , calculated as total certified payments received for contracts in progress or completed, <u>in any one year</u> during the last <i>Five (5)</i> financial years (from 2011-12 to 2015-16) ending 31 st March of the previous financial years	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN –2

Factor	2.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	Lead partner		
2.3.3. 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 following cash-flow requirement for this Contract: <u>Minimum INR. 150 Million or US\$ 2.25 million or equivalent amount in a freely convertible currency; and</u> (ii) The overall cash flow requirements for this contract and its current commitments.	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN –3

Factor	2.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
				All partners combined	Each partner	Lead partner
2.4.1 General Experience	Experience under construction Contracts for similar works in the role of contractor, subcontractor, or management contractor for at least the last <i>Five</i> [5] years prior to the Bid submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	Not applicable	Not applicable	Not applicable	Form EXP-1
2.4.2 Specific Experience	(a) Participation as contractor, management contractor, or subcontractor, in at least One (1) contract of value of at least INR <u>500 Million or US\$ 7.5million or equivalent amount in a freely convertible currency</u> or in Two (2) contracts , each with a value of at least INR <u>310 Million or US\$ 4.6 million or equivalent amount in a freely convertible</u>	Must meet requirement	Not applicable	Not applicable	Not applicable	Form EXP 2(a)

Factor	2.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
				All partners combined	Each partner	Lead partner
	<p><i>currency</i> within the last Five (5) years i.e 2011-12 to 2015-16, that have been successfully and substantially completed (duly certified by the Engineer) and that are similar to the proposed work. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Employer's Requirements.</p> <p>Cost of work of previous years shall be enhanced @5% per year based on rupee value to bring them to 2015-16 price level.</p>					

Factor	2.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
				All partners combined	Each partner	Lead partner
2.4.2 Specific Experience	b) Execution of following key items of work during the period stipulated in 2.4.2(a) above, in a period of one year,	Not Applicable	Not applicable	Not applicable	Not applicable	Form EXP-2(b)

2.5 Personnel

The Bidder shall demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)	Educational Qualification
1	Project Manager – 1 No	10	5	Degree/ Diploma in Civil Engg.
2	Highway Engineer – 1 No	5	3	Degree/ Diploma in Civil Engg.
3	Bridge Engineer – 1 No	5	3	Degree/ Diploma in Civil Engg.
4	Material Engineer – 1 No	5	3	Degree/ Diploma in Civil Engg.
5	Quantity Surveyor – 1 No	5	3	Degree/ Diploma in Civil Engg.
6	Equipment Maintenance Engineer – 1 No	5	3	Diploma in Mech. Engg.
7	Environment and Safety Manager	3	1	Graduate with skill and experience in handling the Health, Environment, Safety issues

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms.

2.6 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Motor Grader - 200 cum/Hr	01
2	Hydraulic Excavator - 60 cum/Hr	02
3	Concrete Batch-mix Plant - 30 Cum/Hr	01
4	Transit Mixer - 6 cum	08
5	Front End Loader	03
6	Dozer - 150 cum/Hr	01
7	Tipper (of different capacities)	20
8	Cone Crushing Unit- 200 TPH	01
9	Earth Compactor -8-10 ton	03
10	Water Tanker - 10 KL	05
11	Concrete Pump - 20 cum/hour	01

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

2.7 Bid Capacity Assessment

Bidders who meet the minimum qualification criteria will be qualified for award of contract only if their available bid capacity on the date of Bid opening is more than the total bid value of the works to be awarded to him. The bid capacity will be calculated at this stage 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 5 years **viz** 2011-12 to 2015-16 which will take into account the completed as well as works in progress updated to **2015-16 price level[#]**.

B = Value at **2015-16[#]** price level of the existing commitments and on-going works to be completed by the bidder during the next **1.5** years. The bidder shall provide these details in Form FIN – 4 stipulated in Section IV.

N = Number of years prescribed for completion of works for which the bids are invited i.e, **1.5 Years**

[#] Cost of works of previous years shall be enhanced @ 5% per year based on Indian Rupee value to bring them to 2015-16 price level.

Section IV. Bidding Forms

Table of Forms

Bid Submission Sheet	52
Appendix to Bid	54
Table A. Local Currency.....	54
Table B. Foreign Currency (FC).....	55
Table C. Summary of Payment Currencies.....	56
Technical Proposal	57
Site Organization	58
Method Statement	59
Mobilization Schedule	60
Construction Schedule Form EQU: Equipment.....	61
Form EQU: Equipment.....	62
Personnel	63
Form PER-1: Proposed Personnel	63
Form PER-2: Resume of Proposed Personnel	64
Bidders Qualification without prequalification	65
Form ELI – 1: Bidder’s Information Sheet.....	66
Form ELI – 2: JV Information Sheet	67
Form CON – 2: Historical Contract Non-Performance.....	68
Form FIN – 1: Financial Situation	69
Form FIN – 2: Average Annual Construction Turnover	70
Form FIN – 3: Financial Resources	71
Form FIN – 4: Current Contract Commitments / Works in Progress	72
Form EXP – 1: General Construction Experience	73
Form EXP – 2(a): Specific Construction Experience	74
Form EXP – 2(b): Specific Construction Experience in Key Activities	75
Form of Bid Security	78
Form of Bid-Securing Declaration	80

Bid Submission Sheet

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB)8 _____;
- (b) We offer to execute in conformity with the Bidding Document the following Works: _____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____;
- (d) The discounts offered and the methodology for their application are: _____

 _____;
- (e) Our bid shall be valid for a period of _____ 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;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB4.2;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB4.3;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB13;

- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB-4.5;⁷
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____, _____

⁷Bidder to use as appropriate

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 the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code	Index description	Source of index	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
a	Nonadjustable	—	—	—	a: 0.15
b	Steel Rebars	Whole sale price index for Steel (rebars) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			b:
c	Cement	Whole sale price index for Grey Cement as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			c:
d	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			d:
e	POL	Official retail price of HSD at IOCL/ HPCL/ BPCL Consumer pump depot at Jagatpur/ Cuttack, Odisha.			e:
f	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			f:
	@				
	@				
Total					1.00

* These details will be entered by the Employer at the time of signing of agreement based on values as on 28 days prior to the deadline for submission of bid.

@If the bidder wishes add more items, he may do so in the column “ Index Description” and “Bidder's proposed weighting”

Table B. Foreign Currency (FC)

State type: [If the Bidder is allowed to quote in local and foreign currencies and the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
a	Nonadjustable	—	—	—		a: 0.15
b	Steel Rebars					b:
c	Cement					c:
d	Labour					d:
e	POL					e:
f	Other Materials					f:
	@					
	@					
Total						1.00

@ If the bidder wishes add more items, he may do so in the column “ Index Description” and “Bidder's proposed weighting”

Table C. Summary of Payment Currencies

Table: Alternative A

For[insert name of Section of the Works]

Name of payment currency	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 Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency #3 _____				
Net Bid Price				100.00
Provisional sums expressed in local currency	Nil			
BID PRICE				

Technical Proposal

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Equipment**
- **Others**

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Form EQU: Equipment

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, 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	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Personnel

Form PER-1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section III.

Bidders Qualification without prequalification

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 hereunder.

Form ELI – 1: Bidder’s Information Sheet

Bidder’s Information	
Bidder’s legal name	
Bidder’s country of constitution	
Bidder’s year of constitution	
Bidder’s legal address in country of constitution	
Bidder’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

Form ELI – 2: JV Information Sheet

This form is not required to be submitted.

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. 	

Form CON – 2: Historical Contract Non-Performance

[The following table shall be filled in for the Bidder]

Bidder's Legal Name: _____

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the ____years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed during the ____years specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below.			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Employer: / Address of Employer: Matter in dispute:	

Form FIN – 1: Financial Situation

Each Bidder must fill in this form

Financial Data for Previous 5 Years [US\$ Equivalent]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN – 2: Average Annual Construction Turnover

Each Bidder must fill in this form

Annual Turnover Data for the Last 5Years (Construction only)	
Year	Amount Currency
2011-12	
2012-13	
2013-14	
2014-15	
2015-16	

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount
1		
2		
3		

Form FIN – 4: Current Contract Commitments / Works in Progress

Bidders 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	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months
1					
2					
3					
4					
5					

Form EXP – 1: General Construction Experience*Each Bidder must fill in this form*

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No.....of..... ..	Contract Identification		
Award Date	Completion Date		
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	US\$		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2(a) of Section III			

Form EXP – 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract

Contract with Similar Key Activities					
Contract No of	Contract Identification				
Award Date	Completion Date				
Role in Contract	<input type="checkbox"/> Contractor		<input type="checkbox"/> Management Contractor		<input type="checkbox"/> Subcontractor
Total Contract Amount	US\$				
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total		Amount		
Employer's Name Address Telephone Number Fax Number E-mail					
Description of the key activities in accordance with Criteria 2.4.2(b) of Section III					
<i>Description of key activity</i>	Quantity Executed				
	2010-11	2011-12	2012-13	2013-14	2014-15
i.) Earthwork in excavation, embankment & sub-grades for Road constructions					
ii.) Granular Sub-base for Road constructions					
iii.) PCC, RCC, PSC, DLC, PQC					

ODISHA STATE ROADS PROJECT

(Declaration regarding customs/excise duty exemption for materials to be purchased consumption on works

(Bidder's Name and Address)

To:

The Chief Engineer,
World Bank Projects, Odisha
O/o the E.I.C (Civil), Odisha,
Nirman Soudha, Unit-V,
Keshari Nagar, Bhubaneswar, Odisha
India.

Tel No: 91-.674-239 6783

Fax No: 91-674-239 0080.

E-mail:pmuosrp@gmail.com

Dear Sir,

Ref: Construction for Widening & Strengthening of Existing Carriageway to 2-lane road from Bhadrak to Pirhat (Km. 0/0 to Km. 27/500 of SH-9)(Balance Works)
– Certificate for Import/Procurement of Goods/Construction Equipment.

1. We confirm that we are solely responsible for obtaining customs/excise 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 Central Excise Notification No. 108/95 read along with all subsequent amendments including the amendment dt.01-03-2008 and Customs Notification No. 85/99.
3. The goods for which certificates are required is as under:

Items	Make/ Brand Name /Class	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						
[a] Bitumen (grade)						

Items	Make/ Brand Name /Class	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
[b] Emulsion						
[c] HSD						
[d] LDO						
[e] Cement						
[f] Steel						
[g] Others						

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 Bill of Quantities and 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. We are aware that exemption will be issued to only goods/material/equipment which form part of the work on permanent basis but not for the goods/material/equipment which are used by the contractors for execution of project and after completion of the project, the goods remain with the contractors being owners of such goods for further deployment in other projects.

Date: _____

(Signature) _____

Place: _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

(Common Seal) _____

Form of Bid Security

(Bank Guarantee)

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No 758 except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF JOINT VENTURE AGREEMENT/CONSORTIUM

DELETED

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:

NONE

PART 2 –WORKS REQUIREMENTS

Section VI. Works Requirements

Bill of Quantities
Refer Volume-II of Bid Document

Scope of Works & Technical Specifications
Refer Annexure-II of Bid Document

Drawings
Refer Annexure-III of Bid Document

Additional Information
Refer Annexure-IV of Bid Document

**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

Refer Annexure-I of Bid Document for the above Sections VII,VIII & IX