

ROADS AND BRIDGES DEVELOPMENT CORPORATION OF KERALA LIMITED
(A Government of Kerala Undertaking)
Palarivattom, Kochi - 682025

NAME OF WORK : Construction of ROB at Kunhipally (Balance works) in Kozhikode District

Quotation reference No. : RBDCK/ROB/T60/15/2018

Last date and time of receipt of Quotations : 02.05.2018 up to 04:00 PM

Officer inviting Quotations : Managing Director,
Roads and Bridges Development Corporation of Kerala Limited.

This Quotation document is issued to :

.....

.....

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(CONTRACTOR)

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**SECTION – I : INVITATION FOR
QUOTATIONS**

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SECTION - I

Roads and Bridges Development Corporation of Kerala Ltd.

(A Government of Kerala Undertaking)

2nd Floor, Preethi Buildings, M.V.Road, Palarivattom, Kochi – 682 025.

Ph: (484) 2338205, 2338206, Fax : (91-484) 2533294

Website: www.rbdck.com, Email: rbdckltd@gmail.com

INVITATION FOR QUOTATIONS

QTN REF NO. RBDCK/ROB/T60/15/2018

- 1.0 The Government of Kerala has entrusted the construction Road Over Bridge at Kunhipally in Kozhikode District to the Roads and Bridges Development Corporation of Kerala Ltd., (RBDCK)
- 2.0 On behalf of RBDCK, its Managing Director invites **Quotations** under two Quotation system consisting of (i) Pre-qualification and Technical Quotation and (ii) Price Quotation, for the construction of Road Over Bridge at Kunhipally as detailed below.
- 3.0 **Description of work:**

The scope of work consists of road pavement works over deck slab, approaches and service road of Road over Bridge at Kunhipally (Balance works) in Kozhikode District, excluding Railway spans. Works of balance retaining wall, Earth work, and drains and cover slab are included.

1.	Name of Work	Construction of Road Over Bridge at Kunhipally
2.	Estimate Amount	Rs. 1.76 crores
5.	Period of completion	3 calendar months
	Last Date and time of receipt of Quotations	02.05.2018, 03:00 PM
13	Date and Time of opening of Quotations	02.05.2018, 04:00 PM
	Date and time of openings of financial Quotation for work	Will be informed later
14	Form of Contract	Item rate

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4.0 GENERAL TERMS AND CONDITIONS OF E-PROCUREMENT

This Quotation is invited in 2 cover system from the registered and eligible firms as per clause 3 of ITB. Eligible bidders willing to participate in this Quotation shall submitted their quotations in the format provided only.

4.2 Quotation submission: Eligible Bidders have to submit their Quotations along with supporting documents to support their eligibility, as required in this Quotation document.

Opening of Technical Quotation and short-listing: The technical and prequalification documents will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted in hard copies. Failure to submit the documents will attract disqualification. Quotations shortlisted by this process will be taken up for opening the financial offers.

Opening of Financial Quotations: Quotations of the qualified bidders shall only be considered for opening and evaluation of the financial Quotation on the date and time notified.

4.3 Documents Comprising Quotation:

i. The First Stage (Cover 1- Prequalification cum Technical Document):

a. Technical documents duly filled in and completed shall be submitted in hard copies.

ii. The Second Stage (Cover 2- Financial Quotation):

A. The Bidder shall complete the Price Quotation as per format given for the purpose and shall submit duly filled up Bill of Quantities after affixing the seal and signature of Bidder in hard copy.

B. **Fixed price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

4.4 Submission Process:

Separately sealed cover-1 Technical and PQ documents and Cover -2 price Quotation shall be sealed in a single cover and submit to the office of roads and Bridges Development Corporation of Kerala Ltd, Palarivattom before the specified time.

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4.6 If employer's office happens to be closed on the date of opening specified, the Quotations will be opened on the next working day at the same time & venue.

Further details can be had from Office of the RBDCK Ltd. during working hours.

**Sd/-
Managing Director**

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SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

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SECTION II
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1.0 SCOPE OF QUOTATION

- 1.1 Roads and Bridges Development Corporation of Kerala Ltd (A Government of Kerala undertaking), Preethi Buildings, Palarivattom, Cochin-25 (hereinafter referred to as Employer in these documents) acting through Managing Director, Roads and Bridges Development Corporation of Kerala Ltd., invites Quotations for Construction of Works (as defined in these documents and referred to as “the works”) detailed in clause 2.0 of IFB.
- 1.2 The scope of work consists of road pavement works over deck slab, approaches and service road of Road over Bridge at Kunhippally (Balance works) in Kozhikode District, excluding Railway spans. Works of balance retaining wall, Earth work, and drains and cover slab are included.
- 1.3 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data (Ref. Section-III Part-III)

2.0 ELIGIBLE BIDDERS

- 2.1 This invitation for Quotations is open to all bidders registered with the Government of Kerala or other State Governments/Government of India or State/Central Government Undertakings.
- 2.2 All bidders shall provide in Pre-qualification and Technical Documents, a statement Schedule-J that the Bidder is not associated, directly or indirectly, for this project with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or the engineer being proposed for the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to Quotation.

3.0. QUALIFICATION OF THE BIDDER

- 3.1 All bidders shall include the following information and documents with their Quotations in Pre-qualification and Technical Document.
- (i) Copies of original documents defining the constitution or legal status, place of registration, principal place of business, JV agreement in case of JV, written Power of Attorney to the signatory of the Quotation to commit the bidder.

(SCHEDULE-A)

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- (ii) Financial statement including total monetary value of construction work performed for each of the last five years.

(SCHEDULE-B & SCHEDULE-C)

- (iii) Major items of construction equipment proposed to carry out the contract.

(SCHEDULE- D)

- (iv) Report of the financial standing of the bidder such as Profit and Loss statement and Auditor's report for the past five years.

- (v) Evidence of adequacy of Working Capital for this contract (Access to lines of credit and availability of other financial resources.)

- (vi) Authority to seek reference from Bankers.

- (vii) Information regarding any litigation current or during the last five years in which the bidder is involved, the parties concerned and dispute amounts.

(SCHEDULE -E)

- (viii) Proposal for sub-contracting components of the works amounting to more than 10% of the Contract Price **(SCHEDULE -F)**

In no case the Contractor will be permitted to sublet more than 50% of value of work including those to specialised sub-contractors.

- (ix) The bidder should justify their capability of completing the work as per the milestones specified within the stipulated completion period with the following documents.

- Proposed work plan
- Methodology of construction including traffic diversion and Management of existing roads.
- Equipment planning with broad calculations.
- Quality Control procedure.

- (x) Qualification and experience of key site management and technical personnel proposed for the contract.

(SCHEDULE- G)

- (xi) Proposed site organisation.

(SCHEDULE - H)

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- (xii) A quality Assurance System; in the format indicated in **SCHEDULES - I₁, I₂ & I₃**.
 - (xiii) Affidavit in the format indicated in **SCHEDULE –J**
 - (xiv) Preliminary Agreement in the format attached in the agreement (K)
 - (xv) JV documents / any relevant additional information by the bidder.
- 3.2. In order to assess the suitability and competence of the Bidders; information in respect of the above aspects is required in the prescribed forms provided in the SCHEDULES.

Bidders providing full and detailed information would be evaluated for responsiveness. Incomplete and inadequate information would limit the possible score and may lead to the disqualification of the bidder. It shall be the sole responsibility of the bidder to provide all the relevant information. The evaluation and award criteria shall be as described in clause 28.2 of ITB.

3.3. Quotations from from joint ventures are not acceptable

3.4. To qualify for award of Contract, bidders shall meet the following minimum qualifying criteria.

- (a) The prospective bidder should be in Civil Engineering business for a minimum period of five years in the same name and style.
- (b) The bidder should have satisfactorily completed as prime contractor at least one Bridge/ Road (BM & BC) work of value not less than 40% of the estimated value of this contract during the last five years. (The cost of completed works of previous years shall be given a weightage of 10% per year based on rupee value to bring them to 2016 - 2017 price level)
- (c) The average annual turnover of the bidder for the previous three years should be more than 150% of the estimated value of the work.
- (d) The applicant should not have abandoned any of their contracts for Kerala PWD or any other public sector undertakings during the last five years.
- (e) The aggregate of liquid assets (cash + investments of maturity less than 1 year) and working capital loans from banks should be more than 15% of the estimated value of the contract as on 31-03-2017. Documentary proof for the above should be enclosed with the bid.
- (f) Previous experience of working with modern machinery for road construction and possession of the same (as per Schedule D) is mandatory

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4.0 ONE QUOTATION PER BIDDER

4.1 Each bidder shall submit only one Quotation for the work. A bidder who submits or participates in more than one Quotation (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Quotations with the Bidder's participation to be disqualified.

5.0 COST OF QUOTATION

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

6.0 SITE VISIT

6.1 The bidder, at the bidders own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Quotation and entering into a contract for construction of the works. The costs of visiting the site and collecting the necessary information shall be at the cost of the Bidder.

7.0 DELETED

B. BIDDING DOCUMENTS

8.0 CONTENTS OF QUOTATION DOCUMENTS

8.1 One set of Quotation documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10.0

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VOLUME 1 (PRE-QUALIFICATION & TECHNICAL QUOTATION)

SECTION -I	INVITATION FOR QUOTATIONS (IFB)
SECTION-II (PART – I) (PART – II)	INSTRUCTIONS TO BIDDERS (ITB) SCHEDULES
SECTION-III (PART I)	GENERAL CONDITIONS OF CONTRACT - FIDIC CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION, FOURTH EDITION 1987 REPRINTED 1992 (NOT INCLUDED IN THIS DOCUMENT. BIDDERS SHALL COLLECT COPY BY OTHER MEANS.
SECTION-III (PART II)	GENERAL CONDITIONS OF CONTRACT- CONDITIONS OF PARTICULAR APPLICATIONS
SECTION-III(PART III)	CONTRACT DATA
SECTION-IV	FORM OF LETTER OF ACCEPTANCE AND FORM OF NOTICE TO PROCEED WITH WORK
SECTION -V	FORM OF CONTRACT AGREEMENT
SECTION -VI	FORMS OF SECURITIES BANK GUARANTEE FOR PERFORMANCE SECURITY
SECTION -VII	SPECIAL CONDITIONS OF CONTRACT/
SECTION –VIII (PART A)	GENERAL GUIDE LINES FOR USE OF TECHNICAL SPECIFICATIONS
SECTION –VIII (PART B)	TECHNICAL SPECIFICATIONS (THIS IS MORT & H SPECIFICATIONS 5 TH REVISION, REPRINTED IN NOVEMBER 2013. NOT INCLUDED IN THIS DOCUMENT. BIDDERS SHALL COLLECT COPY BY OTHER MEANS)
SECTION –IX	DRAWINGS

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VOLUME II (PRICE QUOTATION)

SECTION X

PART A PREAMBLE

PART B BOQ – ITEM SPECIFICATIONS & QUANTITIES -
BIDDER TO FILL THE RATES

PART C FORM OF QUOTATION

8.2 The Quotation documents should be completed, duly digitally signed and uploaded in designated covers.

9.0 DELETED

10.0 AMENDMENT OF QUOTATION DOCUMENTS

10.1 The Employer may modify the Quotation documents by issuing addenda, before the dead line for submission of Quotations.

10.2 Any addendum thus issued shall be part of the Quotation documents and shall be uploaded as corrigendum.

10.3 To give prospective bidders reasonable time to take an addendum into account in preparing their Quotations, the Employer shall extend as necessary the deadline for submission of Quotations in accordance with sub-clause 19.2 below.

C. PREPARATION OF QUOTATIONS

11.0 LANGUAGE OF THE QUOTATION

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

12.0 QUOTATION PRICES

12.1 The Quotation shall be for the whole work as described in Sub-Clause 1.0 of ITB: The bill of quantities has been attached in Price Quotation.

12.2 The bidder shall fill the rates in figures for all items of the works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other

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rates and prices in the Bill of Quantities. The bidder can modify their Quotation up to the last date and time of submission of Quotation.

12.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Quotation Price submitted by the Bidder.

12.4 The rates and prices quoted by the bidder shall be valid for the original contract period as well as during extensions if any duly granted and shall not be subject to any further adjustment or variation on any account.

13.0 CURRENCIES OF QUOTATION AND PAYMENT

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be in Indian Rupees.

14.0 QUOTATION VALIDITY

14.1 Quotation shall remain valid for a period not less than 120 (One Twenty) days after the deadline for Quotation submission specified in Clause 19 of ITB.

14.2 In exceptional circumstances, prior to expiry of the original validity period, the Employer may request that the bidder may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may not concede to the request without forfeiting Quotation security. A bidder agreeing to the request will not be required or permitted to modify his Quotation, but will be required to extend the validity of his Quotation security for a period of the extension, and in compliance with clause 15 of ITB in all respects.

14.3 Quotations which are valid for a shorter period than that required by the employer shall be treated as non-responsive and rejected.

15.0 DELETED

16.0 DELETED

17.0 FORMAT AND SIGNING OF QUOTATION

17.1 The bidder shall prepare one copy of the documents comprising the Quotation as described in Clause 18.0 of ITB of these Instructions to Bidders.

17.2 The Quotation shall be printed, typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the bidder. All pages of the Quotation and where entries or amendments have been made shall be initialled by the person or persons signing the Quotation.

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- 17.3 The Quotation shall contain no alternatives or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the Quotation.
- 17.4 All witnesses and sureties shall be persons of status and probity and their full names, occupation and addresses shall be provided below their signatures. All signatures shall be dated.

D. SUBMISSION OF QUOTATIONS

18.0 DOCUMENTS COMPRISING THE QUOTATION

18.1 The Quotation submitted by the bidder shall comprise the following:

- a) Qualification Information, Form and Documents and Technical Quotation (Volume-1) and Quotation security
- b) Price Quotation(Volume-2)

And any other material required to be completed and submitted by bidders in accordance with these instructions. The documents listed under Sub-Clause 8.1 of ITB shall be filled in without exception.

18.2 Submission of Quotation

18.2.1. The Quotation is under 2 cover system

Cover-I shall contain Quotation security and pre-qualification and technical Quotation documents (Volume 1) consisting of schedules A to J, duly filled in and enclosing documentary evidence to prove qualification and

- (i) Duly signed Quotation documents except the filled in price Quotation,
- (ii) Technical and commercial conditions, if any,
- (iii) Detailed construction schedule showing key activities and critical items,
- (iv) An undertaking that cover II does not contain any conditions,
- (v) The technical appraisal of the work describing the various designs, assignments and arrangements of the work,
- vi) Any other details which the Bidder feels is relevant.

Cover - II shall contain preamble, form of Quotation, the price Quotation (Volume 2), specification & bill of quantities for the bidder designed items and payment schedule for lump- sum items. only and without any conditions..

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The Quotations shall be submitted to the office of RBDCK before specified time in sealed cover.

18.2.2. The Quotations shall be submitted to RBDCK on or before the time prescribed in the Notice Inviting Quotation

a. be addressed to the Employer at the following address:

**Managing Director
Roads and Bridges Development Corporation of Kerala Ltd
2nd Floor, Preethi Buildings, M.V.Road,
Palarivattom, Cochin –682 025, KERALA.**

b. bear the following identification:

QTN NO. RBDCK/ROB/T60/15/2018

**NAME OF WORK: Design and Construction of Road over Bridge at
Kunhippally (Balance works) in Kozhikode District**

Do not open before 02.05.2018 at 04:00 PM

18.3 In addition to the identification required in Sub-Clause 18.2.2 of ITB, the inner covers shall indicate the name and address of the bidder to enable the Quotation to be returned unopened in case it is so decided.

18.4 If the covers are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Quotation.

19.0 DEADLINE FOR SUBMISSION OF THE QUOTATIONS

19.1 Quotations must be received by the Employer at the address specified in 18.2.2(a), not later than the time and date specified in Invitation For Quotations. In the event of the specified date for the submission of Quotations being declared a holiday for the Employer for any reason, the Quotations will be received up to the appointed time on the next working day.

19.2 The Employer may extend the deadline for submission of Quotations by issuing an amendment in accordance with Clause 10.0 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20.0 LATE QUOTATIONS

20.1 Quotations received by the Employer after the deadline prescribed in Clause 19.0 of ITB will be returned unopened to the bidder.

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21.0 MODIFICATION AND WITHDRAWAL OF QUOTATIONS BEFORE DEADLINE OF SUBMISSION

- 21.1 Bidder may modify or withdraw his Quotation before the deadline prescribed in Clause 19.0 of ITB
- 21.2 No Quotation may be modified or withdrawn after the deadline for submission of Quotations.
- 21.3 Withdrawal or modification of a Quotation between the deadline for submission of Quotations and the expiry of the original period of Quotation validity specified in Clause 14.1 of ITB or as extended pursuant to Clause 14.2 of ITB shall result in the forfeiture of the Quotation security pursuant to Clause 15.0 of ITB.

E. QUOTATION OPENING AND EVALUATION

22.0 QUOTATION OPENING

- 22.1 The Employer will open the pre-qualification and technical Quotation(Cover I) on the day, including modifications made pursuant to Clause 21.0 of ITB, in presence of the bidders or their representatives who choose to attend at the place specified in Clause 19.0 of ITB. In the event of the specified date of Quotation opening being declared a holiday for the Employer, the Quotations will be opened at the appointed time and location on the next working day.
- 22.2 Price Quotations (Cover II) of only those Bidders whose Pre-qualification and Technical Quotation is accepted, will be opened on another date.
- 22.3 The date and time for opening of Cover II will be communicated to the respective qualified bidders through online. The Quotations of all other bidders will be rejected. The decision of the Employer in this respect shall be final and binding on all the bidders.

23.0 PROCESS TO BE CONFIDENTIAL

- 23.1 Information relating to the examination, clarification, evaluation, and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Employer's processing of Quotations or wards decision may result in the rejection of his Quotation.

24.0 CLARIFICATION OF QUOTATIONS

- 24.1 To assist the examination, evaluation and comparison of Quotations, the Employer may, at his discretion, ask any bidder for clarification of the Bidder's Quotation, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or fax but no change in the price or substance of the Quotation shall be sought, offered, or permitted except as required to confirm the



correction of arithmetic errors discovered by the Employer in the evaluation of the Quotations in accordance with Clause 26.0 of ITB.

25.0 EXAMINATION OF QUOTATIONS AND DETERMINATION OF RESPONSIVENESS

- 25.1 Prior to the detailed evaluation of Quotations, the Employer will determine whether each Quotation (a) is accompanied by the required Quotation security, (b) meets the eligibility criteria defined in Clause 3.4 and 28 of ITB, (c) has been properly signed, and (d) is substantially responsive to the requirements of the Quotation documents.
- 25.2 A substantially responsive Quotation is one which conforms to all the terms, conditions, and specifications of the Quotation documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Quotations.
- 25.3 If a Quotation is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26.0 CORRECTION OF ERRORS

- 26.1 Quotations determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a. where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b. where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - c. If there is an arithmetical error in totalling of individual items, the correct total shall be computed by the employer and the same shall govern.
- 26.2 The amount stated in the Quotation will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder.
- 26.3 If the bidder does not accept the corrected Quotation price, the Quotation will be rejected, and the Quotation security may be forfeited in accordance with Sub-Clause 15.4 (b) of ITB

27.0 EVALUATION AND COMPARISON OF QUOTATIONS

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- 27.1 The Employer will evaluate and compare only the Quotations determined to be substantially responsive in accordance with Clause 25.0 of ITB.
- 27.2 In evaluating the Quotations, the Employer will determine for each Quotation the Quotation Price by making adjustments as follows:
- (a) Making any correction for errors pursuant to Clause 26.0 of ITB; or
 - (b) making an appropriate adjustment for any other acceptable variations, deviations; and
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 21.0 of ITB
- 27.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer except in case of structures where alternative offers are called for variations, deviations and alternative offers submitted in accordance with Clause 16 and other factors which are in excess of the requirements of the Quotation documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Quotation evaluation.

F. AWARD OF CONTRACT

28.0 AWARD CRITERIA

- 28.1 Subject to clause 29, the employer will award the contract to the bidder whose Quotation has been determined to be substantially responsive to the Quotation documents and who has offered the lowest evaluated Quotation price and who has been determined to be (a) eligible in accordance with the provisions of Clause 2 of ITB, (b) qualified in accordance with the provisions of Clause 3 of ITB and (c) who has scored the minimum points as stipulated in Clause 28.

28.2. CRITERIA FOR EVALUATION OF QUOTATIONS

Evaluation of the pre-qualification Quotation will be carried out on the basis of information supplied by the bidders as per formats attached and / or independent inquiries by the employer using the following criteria.

Evaluation criteria	Marks
Experience in similar works	30
Past experience in construction Projects	20
Availability of plant equipment	15
Project Management Capabilities	10
Financial Capabilities	<u>25</u>
	100

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Experience of the Bidder during the last five years will be considered for evaluation.

The basis for evaluation of marks are as noted below:

i. Evaluation of past experience in similar projects

15 marks will be awarded for any one Bridge/ Road (BM & BC) work completed as defined in clause 3.4 of ITB and 5 marks will be awarded for each additional completed works. Maximum mark under this head is 30.

ii. Evaluation of past experience in Construction Projects

10 marks will be awarded for any one transport infrastructure project of contract value equal to or more than the PAC and 5.0 marks will be awarded for each additional works. For transport infrastructure project in progress of the above magnitude, the marks will award on pro-rata basis of value of completed portion of work. Maximum mark under this head is 20

iii. Availability of plant and equipments

Marks will be allocated based on number of machinery already owned/leased by the applicant as per Schedule D of Volume I in the bid document, on pro-rata basis subject to a maximum of 15 marks.

iv. Project Management Capabilities

One mark will be awarded for each transport infrastructure project of contract value equal to or more than the PAC up to a maximum of 4 marks. 3 marks are reserved for technical and managerial capabilities based on the number of relevant qualified staff proposed for the project and 3 marks are reserved for proposed health, safety, environmental and quality control system.

v. Financial Capabilities

If aggregate of liquid assets and working capital loans from banks exceed 15% of the estimated value of the project, 12.5 marks out of 25 marks are awarded. If the average annual turnover during the last 3 years is equal to or exceeds the estimated value of the work, the remaining 12.5 marks are awarded. When the annual turnover is less than the estimated value of work (EVW), the following procedure is adopted.

- | | |
|--|-------------|
| a. Where the average annual turnover is less than 60% of Estimated value of Work (EVW) | No marks |
| b. Where the average annual turnover is 60% or more than EVW, but less than 70% of (EVW) | 60% of 12.5 |
| c. Where the average annual turnover is 70% or more than EVW, but less than 80% of (EVW) | 70% of 12.5 |

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- d. Where the average annual turnover is 80% or more than EVW, but less than 90% of (EVW) 80% of 12.5
- e. c. Where the average annual turnover is 90% or more than EVW, but less than 100% of (EVW) 90% of 12.5

28.3 Bidders who score a minimum of 50% separately for each category mentioned in clause 28.2 and not less than 60% in the aggregate will be deemed to have qualified in the pre-qualification and the cover – 2 (i.e. Price Quotation) of only such bidders shall be opened. Provided however that bidders who otherwise qualify as aforesaid shall be liable to be disqualified if they have

- made misleading or false representation in any of the forms, statements and attachments submitted in proof of the qualification requirements.
- And/or
- a record of poor performance such as abandoning the works, not properly completing contracts, inordinate delays in completion, bad quality of work, litigation history, financial failures, etc.

28.4 DECIDING AWARD OF CONTRACT

The process of decision and award of contract shall be as under.

- (a) Only Quotations that qualify pursuant to clause 28.2 and 28.3 above shall be considered for further evaluation.

The cover II of only those Bidders whose Pre-qualification and technical Quotation is acceptable will be opened subsequently.

The decision of the employer regarding the technical evaluation, qualification, and opening of Quotations shall be final and binding on all bidders.

- (b) Bidders who qualify as aforesaid shall furnish detailed cost break up/rate analysis and any other clarification to the proposals submitted by them as may be requested by the Employer to evaluate the reasonableness of the Quotation.
- (c) If the Quotation of the lowest bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of the work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the BOQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in clause 30.3 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the contract.



- (d) The bidder with the lowest Evaluated Quotation price determined as above shall be awarded the work as per the terms of the contract, subject to the approval from government.

29.0 EMPLOYER'S RIGHT TO ACCEPT ANY QUOTATION AND TO REJECT ANY OR ALL QUOTATIONS

- 29.1 Notwithstanding anything contained in Clause 28.0 of ITB, the Employer reserves the right to accept or reject any Quotation and to cancel the Quotation process and reject all Quotations, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

30.0 NOTIFICATION OF AWARD, FURNISHING PERFORMANCE SECURITY AND SIGNING OF AGREEMENT

- 30.1 The Bidder whose Quotation has been accepted will be notified of the award by the Employer prior to expiration of the Quotation validity period by cable, telex or facsimile, confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price")
- 30.2 The Notification of Award will constitute the formation of the Contract, subject to the bidder furnishing performance security in accordance with the provisions of Clause 30.3 & 30.4 of ITB and signing the Agreement in accordance with Clause 30.6 & 30.7.

30.3 PERFORMANCE SECURITY

- a. Within 15 days of receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a performance security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Quotations in accordance with the Conditions of Contract: At least fifty percent of the Performance Security must be in the form of Banker's cheque/bank draft drawn in favour of Roads and Bridges Development Corporation of Kerala Ltd payable at Ernakulam and rest in the form of bank guarantee as per the format given in volume I-section VI from a scheduled Indian Bank.
- b. In addition to Performance Security, security deposit will be deducted from the running/final bill of the contractor @ 2.5% of the gross amount of each running and/or final claims till expiry of defect liability period
- c. Security Deposit can be released against bank guarantee on its accumulation to minimum amount of Rs 5 Lakh. The minimum amount of Bank Guarantee shall not be less than 5 lakhs at a time.

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30.4. DELETED

30.5 Failure of the successful bidder to comply with the requirements of Clause 30.3 of ITB shall constitute sufficient grounds for cancellation of the award and forfeiture of the Quotation security.

30.6 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful bidder within 28 days of Notification of Award in the Employer's office.

30.7 The Agreement will be signed upon the successful bidder furnishing the performance security. The Employer will then promptly notify the other bidders that their Quotations have been unsuccessful and will return their Quotation security.

Sd/-
Managing Director

(CONTRACTOR)

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(R.B.D.C.K)

