6.4

SUBMISSION OF BID

6.4.1

The Bid shall be submitted in two sealed envelopes marked envelope no. 1 and envelope no. 2 and both envelopes shall be put together in one common cover and sealed. This sealed cover shall be marked on the left hand top corner "Bid for the work of ... (state here the name of project).

The full name and address of the Bidder and the name of the authorized Agent delivering the sealed cover containing the Bid shall be written on left hand corner. If submitted by post, shall be properly addressed and shall be sent by registered post acknowledgement due or by courier. The date and time of receipt of Bid shall strictly apply in all cases. The person or persons signing the Bid shall state in what capacity, he is or they are signing the Bid. viz as a sole proprietor of firm or as a Secretary/Manager/Director etc. of a limited company. In the case of partnership firm, the names of all the partners should be disclosed and the Bid shall be signed by all the partners or in the event of absence of any partner, it will be signed on his behalf by a person holding a power of attorney authorizing him to do so and an attested copy of the Partnership Deed/Power of Attorney shall be furnished along with Bid. In the case of a limited company, the names of all the Directors should be mentioned and the Bid shall be accompanied by a certificate certifying that the person signing the Bid is empowered by a resolution of the Board of Directors to do so on behalf of the company and certified copy of resolution along with a copy of Memorandum and Articles of Association of the Company shall be furnished.

6.4.2

Contents of Envelope No. 1 : The envelope no. 1 shall contain the following documents :

6.4.2.1 Earnest Money

6.4.2.2 Information on Qualification documents / data in the formats

[Signature of Contractor and Director]

[Signature of Competent Officer]
6.4.3 Contents of Envelope No.2: The second envelope clearly marked envelope no.2 shall contain the bid including necessary relevant details to describe the Bid fully. Including the common set of conditions and any addendum.

6.4.4 The Bidder shall quote his Bid at the appropriate place in Volume-VI in the Bid form. He shall not quote his Bid anywhere directly or indirectly in envelope no.1.

6.4.5 The Bidder shall quote his Bid as lump sum upfront payment only.

6.4.6 PLACE OF SUBMISSION:
The Bids shall be submitted at the address as stated in bid data.

6.4.7 DATE AND TIME OF SUBMISSION OF BID:
The Bid shall be submitted by the Bidder at the date and time and address as stated in Bid Data. The Corporation may at its discretion, extend the deadline for submission of Bid by issuing an addendum in which case, all rights and obligations of the Corporation and Bidders previously subjected to the original deadline shall be subjected to the new deadline.

6.4.8 LATE BIDS:
Bid documents delivered after the deadline for submission is over shall either not be received or if inadvertently received shall not be opened and shall be returned unopened to the Bidder. The time in clock at Account Officer's (Officer receiving the Bid) shall be considered as standard time for submission of Bid.

6.4.9 MODIFICATION AND WITHDRAWAL:
If after submission of the Bid the Bidder withdraws his Bid or unilaterally modifies the same during its validity, without prejudice to any other rights and power of the Corporation hereunder or in law, the full amount of the Earnest Money deposited by Bidder shall stand forfeited.

Director

Contractor

Competent Officer
6.5. **BID OPENING AND EVALUATION:**

6.5.1 All Bids shall be opened as per the procedure given in para below, in the presence of Bidders / their authorized representatives who choose to remain present at the date and time and at the address as stated in Bid data.

6.5.2 All information about number of Bid received shall be announced for information of all those present.

6.5.3 The outer envelope containing envelopes no.1 and 2 of all the Bids received shall be opened first and envelopes 1 and 2 of all the Bids shall be arranged alphabetically as far as possible and shall be marked with serial numbers accordingly.

6.5.4 Envelope no.1 of each Bidder shall be then opened serially. Documents in the envelope will be verified by the Bid opening authority to check their validity as per requirement. If any requisite particular is missing a note to the effect shall be recorded by the authorized officer. The contents of envelope shall be then scrutinized with reference to the eligibility criteria which the Corporation shall do subsequently.

Note: - The Bidder shall implicitly give the Corporation a right to investigate or inspect the qualifying or other information given or sites of ongoing works.

6.5.5 All envelopes no.2 of the Bidders whose envelope no.1 do not contain the specified documents or any of the specified document is missing or the eligibility criteria is not fulfilled as stipulated will be separated out, and shall not be opened. A note indicating the nature of deficiency and the fact that it is not opened shall be recorded without communication of any to the Bidder.

For Ideal Road Bids

[Signature]

Contractor

Director

Competent Officer
6.5.6 Envelope no.2 c/f all the Bidders who fulfill the qualification criteria shall then be opened on the date which shall be intimated separately.

6.5.7 PROCESS TO BE CONFIDENTIAL :-

After opening of the Bids, no information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of contract shall be disclosed to the Bidders or other persons.

Any effort by an Bidder to exert unfair influence in process of examination, clarification, evaluation and comparison of Bids and to influence decision concerning award of contract shall result in rejection of his Bid.

6.5.8 CLARIFICATION OF BID :-

To assist in examination and evaluation of Bids, the Corporation may ask the Bidder individually for clarification of their Bid including break up of costs, reasons in case of very high / very low Bid etc. The response thereof shall be in writing.

6.5.9 NEGOTIATIONS :-

The Corporation may carry out negotiations with the substantially responsive Bidder and whose Bid is highest, for modification of the Bid by calling Bidder in its office in which case, the Bidder shall remain present in the office for negotiations. As a result of negotiation the Bidder shall give his revised Bid in writing. The original Bid shall then be treated as modified and modified Bid shall be treated as the final Bid.

For Ideal Road Build

Director

Contractor

Competent Officer
6.5.10 BID LIABLE FOR REJECTION: - The Bid is likely to be rejected if on opening it is found that:

6.5.10.1 The Bidder has not strictly followed the procedure laid down for submission of Bid.

6.5.10.2 The Bidder has proposed additional conditions.

6.5.10.3 Additions, corrections or alterations are made by the Bidder on any page of the Bid document.

6.5.10.4 Any page and/or pasted slips are missing.

6.5.10.5 The Bidder has not signed the Bid.

6.5.10.6 The Bidder has made misleading or false representations 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 toll collection work, not properly completing contracts, inordinate delay in payment of installments, litigation history, or financial failure, etc.

6.5.10.7 The Bidder has not submitted the addendum/corrigendum/CSD

6.5.11. CORRECTION OF ERRORS: - If there is any discrepancy between the Bid quoted in figures and in words, the higher of the two will be treated as Bid.

For Ideal K gad Builders Pvt. Ltd.

Contractor

Director

Competent Officer
6.6. **AWAPD CRITERIA.**

6.6.1 The Corporation shall award the contract to an Bidder whose Bid has been found to satisfy all the requirements of the Bid document and who has Bided highest Bid which is most beneficial to the Corporation, except where the Bidder falls under the priority criteria. In case of preferred Bidder it shall be decided as per criteria given in bidding data.

6.6.2 **CORPORATION’S RIGHT TO REJECT:-**

The Corporation reserves the right to accept or reject any Bid and to annul or suspend the Bid process and reject all the Bids, without assigning any reason, at any time prior to award of contract without any assurance for costs or consequences on the part of the Bidders.

6.6.3 **NOTIFICATION OF AWARD:-**

Prior to the expiration of Bid validity period or any such extended validity period, the Corporation shall notify the successful Bidder in writing that his Bid has been accepted. This letter (therein after and in conditions of contract called "letter of acceptance") shall specify the details of the accepted Bid and shall constitute formation of the contract.

Upon furnishing the Performance Security by the successful Bidder, the bidder shall enter into an agreement with Corporation. The order to start work shall be given. The work order shall be accompanied by a true copy of the agreement bearing the number under which it is registered in the office of the Maharashtra State Road Development Corporation Ltd.

For Ideal Road Builders Pvt Ltd.

**Director**

Contractor

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Competent Officer
6.6.4. PERFORMANCE SECURITY:

The successful Bidder whose Bid has been accepted shall pay, within ten days of the issue of the letter of acceptance, as Performance Security an amount in any of the following forms:

The Performance Security shall be either in the form of a demand draft drawn in favour of the Maharashtra State Road Development Corporation Ltd., payable at Mumbai, which shall carry no interest or in the form of a bank guarantee issued by Nationalized Banks, State Bank of India, or its group associated banks, financial institutions (including HDFC) and banks promoted by financial institutions. The bidder can arrange from any other sources including funding from the foreign banks. The bank guarantee shall be valid for the period of contract as specified in Volume – III of the bid document.

6.6.5. The Corporation reserves the right to appropriate at its discretion the performance security and/or the security deposit in full or in part to fulfill any claim or dues of the Corporation against the successful Bidder.

6.6.6. The concessionaire is not allowed to change toll rates and concession period without written permission of MSRDC. Bidders are required to furnish their contract periods on basis of design and drawings issued by employer and using toll rates specified in this document. This is mandatory.

6.7. FINANCIAL CLOSE:

In the event the Contractor employing the funds borrowed from the lenders to finance the project, the financial closure shall be achieved within 60 days from the date of issue of letter of acceptance. The toll collection rights on Mumbai-Pune Expressway will be awarded to the Contractor only after payment of upfront payment as specified in the