

# **Bihar Cricket Association**

## *EPC Contract*

**Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna,  
Bihar and their maintenance during Defect Liability Period on  
Engineering, Procurement and Construction (EPC) basis**

## **Volume – I**

Notice inviting to Tender (NIT)

**&**

Prequalification

*JULY' 2025*



Bihar Cricket Association  
(Affiliated to The Board of Control for Cricket in India)  
45-C, Near Sahyog Hospital, Patliputra Colony, Patna-800013

Email: [bca@biharcricketassociation.com](mailto:bca@biharcricketassociation.com)

Tender No. BCA/STADIUM/01/2025

## TABLE OF CONTENTS

Sr. No.	Items	Page No.
1.	Definitions	
2.	<b>Section-I (Notice Inviting Tender-NIT)</b>	
3.	Eligibility Criteria	
4.	<b>Section-II (Instruction to Bidders)</b>	
5.	Introduction, Eligibility Criteria, Disqualification	
6.	Contents of Technical Package – Various Forms & Annexure	
7.	Contents of Financial Packages	
8.	Power of Attorney (POA)	
9.	Bid opening and evaluation	
10.	Determination of responsiveness	
11.	Evaluation of Bid	
12.	Clarification of Bid	
13.	Process to be confidential, BCA, BIHAR's right to accept any Bid and to reject any or all Bids	
14.	Award of Contract	
15.	<b>Section - III (Scope of Work)</b>	
16.	<b>Section - IV Evaluation Process</b>	
17.	Evaluation Process & Criteria, Stage-I (Technical Evaluation), Stage-II (Financial Evaluation), Letter of Award	
18.	Form "A" – Form of Bid	
19.	Form "T-1" (Financial Information)	
20.	Form "T-1B" (Form of Banker's Certificate from a scheduled Bank)	
21.	Form "T-2/1" (Details of Eligible Similar Nature of Works Completed)	
22.	Form "T-2/2" (Details of Eligible Works completed on EPC/Turnkey) basis)	
23.	Form "T-2/3" (DETAILS OF ELIGIBILITY OF "SIMILAR WORKS" COMPLETED DURING LAST 7 (SEVEN) YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID)	
24.	Form "T3" (Performance Report of Works Referred to In Form-T- 2/1 & 2)	
25.	Form "T4" (Structure and Organization)	
26.	Form "T5" (TDS Details for Private Sector Projects for the Works executed in India)	
27.	Form "T-6" (GST Registration Details)	
28.	Form "T-7" (Criteria for evaluation of the performance of Bidders)	
29.	Marking Scheme for evaluation of bids of EPC contractors for Building Projects costing 50 crores to 100 crores	
30.	Marking Scheme for evaluation of bids of EPC contractors for Building Projects costing 100 crores and above	
31.	Form "B" – Form of Bid Security Bank Guarantee (EMD)	
32.	Form "C" – Form of Performance Bank Guarantee	
33.	Form "D" – Format of Contract Agreement	
34.	Form "E" – Format of Power of Attorney for signing of proposals	
35.	Form "F" – Undertaking- Specialized Agency	
36.	Form "G" – Affidavit - Litigation details etcetera	
37.	Form "H" Affidavit - PF/ESI etcetera	
38.	FORM 'J' Form For Bidder's Bidding Capacity	
39.	FORM 'K' Project Under Execution	
38.	Annexure I Power of Attorney for signing of Bid	
39.	Annexure II Power of Attorney for Lead Member of {Joint Venture}	
40.	Annexure III Joint Bidding Agreement for {Joint Venture}	
41.	Annexure IV Restrictions Under Rule 144 of GFR 2017	
42.	Annexure V Guidelines of the Department of Disinvestment	
43.	Checklist of Documents to be submitted with the Technical Bid (Envelop-I & Envelop-II) and Financial Bid	

# **Bihar Cricket Association**

## **SECTION-I**

### **DETAILED - NOTICE INVITING tender(NIT)**

E-mail id : [bca@biharcricketassociation.com](mailto:bca@biharcricketassociation.com)

Dated: 25/07/2025

- 1.0** Bihar Cricket Association, Bihar invites open tender through Tendering from eligible applicants who fulfil qualification criteria as stipulated in Vol-I (NIT/PQ) document for the works **“Construction of Redevelopment of New Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis “and as per schedule as under:**

Tendering Document No.	<b>BCA/STADIUM/01/2025</b>
Name of the Work	Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis
Brief Scope of Work	Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis including other related works including Civil works, Electrical, PHE, Horticulture, plants & trees (Minimum 1000 nos.), Landscaping, signages and external development works etc.(40000 Capacity)
Estimated Cost Put to Tender (ECPT) (in Rs.)	<b>Rs. 500 Cr. (Rupees Fifty Hundred Crore Only)</b>
Period for completion	<b>24 (Twenty Four) Calendar months</b>
Earnest Money Deposit	<b>Rs. 5.00 Crore (Rupees Five Crore Only)</b>  <b>Bank Details of BCA. are provided herewith for the purpose of preparation of Bank Guarantee only:</b> <b>Name of Beneficiary: BIHAR CRICKET ASSOCIATION</b> <b>Bank: HDFC BANK, BORING ROAD, PATNA BRANCH</b>

Signature of Contractor

1

HSCC

	<p>Current A/C No. : <b>50200051955995</b> IFSCode: <b>HDFC0000235</b></p> <p>Validity of EMD in terms of Bank Guarantee shall be minimum period of 180 (One Hundred Eighty) days from the last day of submission of tender/bid.</p>
Non-refundable cost of Tender document	<b>Rs. 1,47,500/- (Rupees One lakh forty Seven Thousand &amp; Five Hundred Only)</b> inclusive of GST @ 18.00% in the shape of Demand Draft in favour of “ <b><i>Bihar Cricket Association</i></b> ”, payable at Patna, Bihar
Last date & time of submission through email at in pdf format only.	<b>Upto 11.08.2025 by 15:00 hrs (IST)</b>
Period during which hard copy in original of EMD, Cost of Tender Document, tender processing fee, Letter of Acceptance of tender conditions unconditional, enlistment order of the contractor, Financial Bid (offline) and other document as per NIT shall be submitted.	<p>Before and up to <b>14:00 hrs. on 14.08.2025</b> at <b>BCA office, 45-C, Near Sahyog Hospital, Patliputra Colony, Patna-800013</b> (Tel: 0612-2210101/02, Fax-2210103, Web:- <a href="https://biharcricketassociation.com/">https://biharcricketassociation.com/</a> <b>Neeraj Singh, Sr.G.M.,Admin +91-7766003399</b></p>
Date & Time of Opening of Technical Tender	<b>14.08.2025 at 16:30 hrs.</b>
Date & Time of Opening of Financial Tender	Shall be opened either at the Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.
Validity of offer	180 (One Hundred Eighty) days from the last date of submission of bid/ tender
Pre Tender Meeting & Venue	<p><b>30.07.2025</b> at 11:00 hrs at <b>BCA office, 45-C, Near Sahyog Hospital, Patliputra Colony, Patna-800013</b> and through <b>online as notified by communication</b> A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder. <b>Queries/clarification may be submitted latest by 28.07.2025 at 14:00 hrs</b></p>

The tender document can be downloaded from website <https://biharcricketassociation.com/> “Corrigendum, if any, would appear only on the website and not to be published in any News Paper”.

## 2.0 *Minimum Eligibility Criteria:*

The interested bidders should meet the following minimum qualifying criteria:

### A. *Work Experience:*

- i) Joint-venture / consortia of firms / companies shall not be allowed and the bidder should meet the eligibility criteria themselves individually.
- ii) (I) Should have satisfactorily completed the following works during Seven (7) years ending previous day of last date of submission of tenders:
  - a. *Three \*Similar completed works each costing not less than 40% of the estimated cost put to tender.*  
OR
  - b. *Two \*Similar completed works each costing not less than 60% of the estimated cost put to tender.*  
OR
  - c. *One \*Similar completed work costing not less than 80% of the estimated cost put to tender.*

**\* “Similar Work” shall mean “Construction of Sports Stadium of fixed seating capacity of Minimum 20000 in last 07 years** including all civil works, internal water supply, sanitary installations, internal Electrical Installations and services i.e. Fire-Fighting, Fire Alarm, Substation, DG set, HVAC and Lifts etc. all executed under one composite agreement in India, either completed as part of above work or separately. If the work is completed outside India but funded by Government of India/any State Government/any Public Sector unit of either Central Government or state government shall be considered, if other specified requirements are fulfilled"

\*Mumty and machine room shall not be considered as storey for this purpose

- ii) The past experience of similar nature of work should be in the name of the bidder and not in the name of associate company/ parent company/ Group Company/ subsidiary company etc. Past experience as part of a Joint Venture/Consortium/SPV (Special Purpose Vehicles) etc. shall also not be considered. Own works / work under the same management / own certification of the bidder shall not be considered for pre-qualification.
- iii) The past experience of similar nature of work should be supported by completion certificate(s) issued by the concerned organization. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award, Agreement, Bill of Quantities, Certified Copy of Bills and copies of Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.
- iv) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.

### V) *Foreign Certificate:*

- (a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly

signed & stamped, and affidavit to the correctness of the completion/experience certificates. The EPC/Contractor shall also submit the completion/experience certificates attested by the Indian Embassy/Consulate/High Commission in the respective country along with the bid.

In the event of submission of completion /experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate/High Commission in the respective country.

- (b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7(Seven) days prior to the Last Date of Submission of tender including extension(s) given if any.

In case of non-submission of above information's by bidders, the outside India work shall not be considered for prequalification.

#### ***B. Financial Strength:***

- i) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years ending 31st March 2025. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.
- ii) The value of annual turnover figures shall be brought to the level of the last Financial Year FY-2024-25 by enhancing the actual turnover figures at a simple rate of 7% per annum.
- iii) The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number. Year in which no turnover is shown would also be considered for working out the average. In case a Company/Firm is less than 3 years old, then the average turnover shall be calculated taking the turnover for the year for which no data is provided as zero.
- iv) The bidders are required to upload and submit relevant pages of summarized Balance Sheet (Audited) with UDIN No. for last three years ending 31st March 2025.
- v) The turnover of the bidder on a standalone basis only shall be considered. The turnover of parent company/group company/subsidiaries or Consolidated Turnover shall not be considered.
- vi) **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive financial years ending FY-2024-25. Balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited by the Chartered Accountant.

The P&L Statement of parent company/group company/subsidiaries shall not be considered.

- vii) The bidders are required to upload and submit relevant pages of summarized Profit & Loss Account (Audited) with UDIN No. for last five years ending 31st March 2025.
- viii) **Solvency Certificate:** Bank Solvency Certificate issued from Nationalized or any Schedule Bank should be at least 40% of Estimated Cost of the Project put to tender (ECPT). *The certificate should have been issued within 6 months from original last date of the submission of the tender.*
- ix) Net Worth of the company /firm as on last day of the preceding financial year i.e., FY-2023-24, should be positive.

**3.0** The intending tenderer must read the terms and conditions of BCA carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.

**4.0** The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted on the email and offline also after having digital signature by the bidder and after uploading all the requisite scanned documents.

**5.0 Set of Contract/Tender Documents:**

The following documents will constitute set of tender documents:

- a) Notice Inviting Tender
- b) Quoting Sheet for Tenderer
- c) Instructions to Tenderers (ITT) & General Conditions of Contract (GCC)
- d) Specific Conditions of Contract (SCC)
- e) Design Basis Report
- f) Technical Specifications
- g) List of approved makes of materials
- h) Tender Drawings along with Schedule of Finishes
- i) Payment Schedule
- j) Memorandum Annexure-I of NIT
- k) Acceptance of Tender Conditions (Annexure-II)
- l) Integrity pact (Annexure-III) (To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)
- m) Addendum/Corrigendum, if any- Duly signed by authorized person
- n) Pre-bid clarifications, if any

**7.0** The tenderers are required to quote strictly as per terms and conditions, specifications, standards and Design Basis Report & scope of works given in the tender documents and not to stipulate any deviations. The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in GCC. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

**8.0** The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment /during rush hours.

However, after submission of the tender the tenderer can re-submit revised tender any

number of times but before last time and date of submission of tender as notified.

- 9.0** When it is desired by BCA to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.
- 10.0** Contractor can upload documents in the form of PDF format.
- 11.0** Contractor is required to upload scanned copies of all the documents including valid GST registration certificate /EPF registration certificate/ ESIC registration certificate, PAN No. as stipulated in the tender document.
- 12.0** If the contractor is found ineligible after opening of tenders, or his tender is found invalid, cost of tender document and processing fee shall not be refunded.
- 13.0** Notwithstanding anything stated above, BCA reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in public interest and the overall interest of BCA. In case, tenderer's capabilities and capacities are not found satisfactory, BCA reserves the right to reject the tender.
- 14.0** The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within **3 days** from the date of uploading of Tender on website but latest by so as to reach BCA office not less than 2 days prior to the date of Pre-bid meeting (if to be held as per NIT). BCA will reply only those queries which are essentially required for submission of bids. BCA will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 3 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for Extension of opening of Technical Bids will not be entertained.

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/manufacturers. Further, the intending bidders should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

**15.0** *Integrity Pact (For all contracts valuing Rs.1.00 Crores and above)*

- 15.1** Integrity Pact duly signed by the tenderer shall be submitted. Any tender without uploading pre-signed integrity Pact shall be liable for rejection.
- 15.2** Independent External Monitors
- (i) In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.
  - (ii) The Independent External Monitor(s) (IEMs) have been appointed by BCA in terms of Integrity Pact (IP)-Section 7, which forms part of the tenders/Contracts. The contact details of the Independent External Monitor (s) are posted on the BCA website link <https://biharcricketassociation.com/>
  - (iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties

concerned comply with the obligations under the Integrity Pact entered into between BCA and Contractor.

- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors etc. with confidentiality.

**16.0** *List of Documents to be scanned and uploaded on the tender website within the period of tender submission:*

**16.1** **Technical Package:**

The technical package, clearly labeled as “**TECHNICAL PACKAGE**”, is to be submitted in three parts.

**A. Technical Package, Part-1:** tender Fee / Processing Fee & EMD (Form-I).

**This part shall consist of following:-**

- I. Original Non – Refundable Tender Fee / Processing Fee:** - as per Table- I, on – email id of BCA i.e., [bca@biharcricicketassociation.com](mailto:bca@biharcricicketassociation.com). The Tender Fee / Processing Fee is non – refundable. Any cash submission of Tender Fee / Processing Fee will be rejected.
- II. Bid Security/Earnest Money Deposit:** - as per Table- I, the amount up to Rs 5.00 Cr shall be paid online through the payment Gateway by net banking/RTGS or in the form of Bank Guarantee from any Scheduled Commercial Bank. Interested applicants are informed that tender submission process will not move onward if the Earnest money is not paid through available gateway of the tender portal. The EMD Fee is refundable. Any cash submission of the Earnest Money will be rejected.
- a. The Bid Securities of Unsuccessful Bidders shall be discharged/ returned by Bihar Cricket Association, Bihar not later than 30 days after the expiration of the period of Bid Validity.
- b. The Bid Security shall be forfeited if a Bidder withdraws his Bid during the period of Bid validity or in the case of the Successful Bidder, if he fails to submit the necessary performance security or fails to enter into the Contract within time limit specified in Schedule ‘F’.
- c. The Bid Security of the Successful Bidder shall be returned after receipt of Performance Bank Guarantee.

**B. Technical Package, Part-2: Should be submitted in original with scanned copy of documents to be uploaded online (Hardcopy and Scanned copy online)**

- a. Form A: Form of Bid along with Appendix to be typed on the letter head and duly signed and stamped by authorized person.
- b. Form E: Format for Power of Attorney for signing of proposal. In case Bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the Bid is duly signed and stamped by Managing Director / Partner / Proprietor.
- c. Indemnity/ Undertaking/ Affidavits as per requirements (Form-F, H)
- d. Form G: Original Affidavit as per format at Form ‘G’
- e. Form ‘T-1’ (Financial Information) – Annual Audited Financial Statements for the last

five years (Audited balance sheets and Statement of Profit & Loss Account along with notes to accounts duly signed by Chartered Accountant shall be attached with this form for last five financial years.

- f. Form “T-2/1, T-2/2 & ~~T-2/3~~” (List of all works successfully completed during the last seven years)
- g. Form “T-3” (Performance Report of Similar Works)
- h. Form “T-4” (Structure and Organization)
- i. Form “T-6” (GST Registration Details)
- j. Copies of GST Registration or undertaking / EPF Registration/ PAN Number
- k. Integrity Pact and Agreement duly signed by the person authorized to sign the Bid on behalf of the Bidder. (Asper Performa given in GCC, Vol-2).
- l. All pages of the entire Corrigendum/ addendum (if any)/ pre Bid clarifications (if any) signed by the authorized person of the Bidder/Bidder
- m. All TDS Certificates of Private Sector Projects for the works executed in India.
- n. Any other document as specified in the Bid document.
- o. Form T1 – B: Self-Attested Bank Solvency Certificate from a nationalized bank or Scheduled Bank as per format at “Form T1-B”.
- p. Form “T-5” (TDS Details for Private Sector Projects for the works executed in India)
- q. Annexure I Power of Attorney for signing of Bid
- r. Annexure II Power of Attorney for Lead Member of {Joint Venture}
- s. Annexure III Joint Bidding Agreement for {Joint Venture}

The above listed documents in original are to be submitted in the envelope and marked clearly as Envelope **No: 2 “Technical Package”**.

Envelope No. 1 and Envelope No. 2 should be kept in one single sealed envelope superscribed with Name of the Bidder and Name of the tender should be submitted to **office of Chief Executive Officer, Bihar Cricket Association**.

## **16.2 Financial Package**

The financial package (**VOLUME 7 -FINANCIAL BID**) should be submitted **OFFLINE** only. The quoted rates should include all costs associated with the Project including any out of pocket / mobilization expenses. Quoted rates shall include all prevailing taxes including Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies but excluding Goods and Services Tax till the last stipulated date for the receipt of tender including extensions if any. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be.

The Bidder must ensure to fill up rate against each item of Financial Bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO). In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Bihar Cricket Association as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.

### **16.3     *Language of Bid***

The Bid and all related correspondence and documents relating to the Project shall be in English language only.

### **16.4     *Currency of Bid***

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the Bid document will also be deemed to be in Indian Rupees unless otherwise mentioned.

### **16.5     *Extension of Bid Validity***

Prior to the expiry of the original Bid Validity Period, Bihar Cricket Association, may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form a Bank Guarantee.

### **16.6     *Format and Signing of Bid***

- a. Bid documents (Technical package and financial package) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a Power of Attorney in original authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

### **16.7     *Sealing and Marking of Bids***

- a. The Bid shall be submitted along with documents and mode of submission mentioned at Clause 2.3.6 mentioned above at Section-II (ITB) and also mentioned in the Checklist at Annexure - I in Volume I of the document.

Please note that the price should not be indicated in any of the documents enclosed in Technical package. Non-compliance shall entail rejection of the Bid.

### **16.8     *Submission of Bids***

- a. The last date for submission of completed Bids is given in Notice Inviting Tender. Bihar Cricket Association, may at their discretion, extend this date, in which case all rights and obligations of the Bihar Cricket Association and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.
- b. Required documents which are required to be submitted in original as per mode defined in Checklist at Annexure I, appended to this document shall be submitted by hand or through registered post or courier service at the address mentioned above. Bihar Cricket Association, shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.

### **16.9     *Bid Due Date***

- a. Hard Copies of the Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- b. The Financial Bid to be submitted in a separate sealed envelope & List of documents to be scanned & sent to the official email id mentioned above as per Clause 16.1, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- c. Bihar Cricket Association may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

**16.10 *Late Bids***

Any Bid received at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Tender/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

**16.11 *Power of Attorney:***

Bidders shall submit, along with Technical Package, a Power of Attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Bihar Cricket Association and act as the contact person. The format for the power of attorney shall be as per **Form E** of Bid Document Volume-I. In case Bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

In the event of tender being submitted by a Limited company or a corporation, it must be signed by a duly authorized person holding power of attorney for signing the application and certified copy of such power of attorney shall also be furnished. The Bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

Chief Executive Officer  
BCA

**MEMORANDUM**

<b>Sl. No.</b>	<b>Description</b>	<b>Cl. No. of NIT/ITT/ Clauses of Contract (CC)</b>	<b>Values/Description to be Applicable for Relevant Clause(s)</b>
1)	Name of Work		Construction of Redevelopment of Moin-UI-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis
2)	Client/Owner		<b>Bihar State Sports Authority, Bihar</b>
3)	Type of Tender		Design & Engineering, Procurement Construction (EPC Contract)
4)	Earnest Money Deposit	NIT	<b>Rs. 5 Crore (Rupees Five Crore Only)</b>
5)	Estimated Cost Put to Tender	NIT	<b>Rs. 500 Cr. (Rupees Five Hundred Crore Only)</b>
6)	Time allowed for Completion of Work	NIT	<b>Overall, 24 Calendar Months (Twenty Four Calendar Months)</b>
7)	Mobilization Advance	CC / 4.0	10.00% (Ten Percent) of Contract Value.
8)	Interest Rate of Mobilization Advance	CC / 4.0	Simple Interest Rate of 10.00% (Ten Percent only) Per Annum
9)	Schedule of Rates applicable		Not Applicable
10)	Validity of Tender	ITT / 8.0	<b>180 (One Hundred Eighty) days from the last day of submission of Tender</b>
11)	Performance Guarantee	CC / 2.0	5.00 % (Five Percent Only) of contract value within 15 days from the issue of Letter of Award
12)	Security Deposit / Retention Money	CC/3.0	2.50 % (Two-point Five Percent Only) of the gross value of each running /final bill.
13)	Time allowed for starting the work	ITT/14.0	The date of start of contract shall be reckoned from 15 days after the date of issue of letter of Award.

Sl. No.	Description	Cl. No. of NIT/ITT/ Clauses of Contract (CC)	Values/Description to be Applicable for Relevant Clause(s)
14)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for all works except foundation.	CC / 6.0	Not Applicable
15)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for foundation work	CC / 6.0	Not Applicable
16)	Escalations	CC /10.0	Not Applicable.
17)	Recovery rate of work Force supplied by BCA to Contractor	<u>CC/71</u>	Not Applicable
18)	Defect Liability Period	CC/38.0	12 months from the date of taking over the works by the BCA or clients whichever is later.
19)	GREEN BUILDING RATING		THREE STAR RATING
20)	ENGINEER-IN-CHARGE		Chief Executive Officer (CEO), Bihar Cricket Association or his representative
21)	CONCILIATOR		Honorary Secretary, Bihar Cricket Association or his representative

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## Section -II

### Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“Project”** shall mean **“Construction of Redevelopment of Moin-UI-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis”**
3. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
4. **“BID/Tender”** shall mean documents issued by Bihar Cricket Association to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
5. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
6. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
7. **“Bidder”** shall mean the individual, proprietary firm, firm in partnership, limited company, private or public or corporation participating in the tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
8. **“Employer”** shall mean the **BIHAR CRICKET ASSOCIATION** acting through the Chief Executive Officer or equivalent officer or successor thereof, as mentioned in Schedule ‘F’.
9. **“Employers Representative”** shall mean the Chief Executive Officer or equivalent officer, as nominated by BCA.
10. **“PMC/Authority Engineer”** shall mean the name of the consultancy firm to assist the Engineer-in-charge.
11. **“Engineer-in-charge”** shall mean the Chief Executive Officer or equivalent officer, as mentioned in Schedule ‘F’.
12. **“Client Department”** shall mean the Bihar cricket association
13. **“Contract Agreement”** shall mean the Tripartite agreement to be signed between the Successful Tenderer and the competent authority for and on behalf of Employer or their authorized representative & the competent authority for and on behalf of the Client Department.
14. **“Contract Price”** shall mean the financial Bid of the Successful Tenderer as accepted by the Employer’s Representative.
15. **“DPR Consultant”** shall mean the consultant who has prepared the DPR & tender documents & the same firm shall responsible to issue approval to the Architectueal drawings of EOC Contractor.
16. **“Date of commencement of work”** shall mean the date of Start as specified in the **Schedule “F”** or the date of handing over of the site, whichever is later as indicated in the tender document.
17. **“Defects Liability Period (DLP)”** means the period after completion of the Project during which the Executing Agency or his authorized representative/Engineer-in-charge that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of

dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.

18. **“Evaluation Committee”** shall mean the committee for the evaluation of the Bids as constituted by Bihar Cricket Association.
19. **“EPC”** shall mean Engineering, Procurement and Construction, here includes Operations and Maintenance.
20. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
21. **“Letter of Award”** shall mean the letter issued by the executing agency to the Successful Tenderer inviting him to sign the Contract Agreement.
22. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
23. **“Processing Fee”** shall mean the amount to be paid by the Bidders/Tenderers in consideration of cost of Bid document.
24. **“Similar Works”** shall mean the work as defined in eligibility criteria.
25. **“Scheduled banks”** mean **“Scheduled Commercial Banks”**
26. **“NIT”** means **Notice Inviting Tender** . The word **“Notice Inviting e- Tender”** is synonymous with **“Notice Inviting Bids”**.
27. **“ITB”** means **Instructions to Bidders**
28. **“YEAR”** means “Financial Year” unless stated otherwise.
29. **“GST”** shall mean Goods and Service Tax.
30. **“BCA”** shall mean Bihar Cricket Association

## 1. Scope of Work:

### 1.1. General:

The scope of work relates to “**Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis**” on EPC Basis. The work is to be executed Design, Engineering, and Procurement & Construction (EPC) basis including Operation & Maintenance of buildings/services after completion and handing over in phases and up to the expiry of the defect liability period of complete project.

- **Land:** - The proposed site for “**Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium, Rajendra Nagar at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis**”, is approx. 29.11 Acre
- The Bidders shall be provided with a Master Plan of the complex, Concept Plans of the proposed buildings in the complex, Technical specifications and other details forming the part of Bid documents. Based on these drawings and documents, the Bidders shall prepare their detailed designs and in conformity with the local Bye- laws. Any modification in the master plan and concept plan, required to meet the conformance to the local bye laws, shall be done with the approval of the Client Department. The designing and Construction of “**Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis**”, as per Master Plan are in scope of work of contractor.
- Facades of the buildings need be developed as per approved views and no additional cost shall be paid for façade elements like boxing, porches, arches etc. required to achieve the basic concept and intent of the project.

In the Master Plan, there is provision for overall development of the land. However, present scope of work involves Construction of “**Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis**” as per Master Plan and concept designs with a total tentative area of 60335.27 sqm. Besides these, all required MEP and other services, utilities, horticulture, landscaping, roads and pavements, parking, pathways, sports facilities compound walls, watchman cabins, all gates (internal & external), external development, drainages, signage and all related utilities and as mentioned in the Design Basis Report and otherwise taking into consideration with respect to all statutory regulations as required for development and functioning of campus are also included in the scope of work.

The tentative area details of the buildings/ blocks are as given below:

Sr. No.	Building Name	Floor Height	Built-up Area in Sq. M
A1	<b>East Stand:</b>		
a	GROUND FLOOR LVL-1	6.60M	1804.59
b	FIRST FLOOR LVL-2	3.90M	1685.28
c	SEATING AREA LVL-3	3.90M	585.70
d	Seating Area LVL-4	3.90M	585.70

		<b>Total</b>	<b>4661.27</b>
<b>A2</b>	<b>West Stand:</b>		
a	GROUND FLOOR LVL-1	6.60M	2541.89
b	FIRST FLOOR LVL-2	3.90M	1912.70
c	SEATING AREA LVL-3	3.90M	628.34
d	Seating Area LVL-4	3.90M	628.34
		<b>Total</b>	<b>5711.27</b>
<b>A3</b>	<b>North Pavilion:</b>		
a	GROUND FLOOR	5.05M	2111.82
b	FIRST FLOOR	3.90M	1810.18
c	SECOND FLOOR	3.90M	2094.54
d	THIRD FLOOR	3.90M	2086.58
e	FOURTH FLOOR	3.90M	2086.58
		<b>Total</b>	<b>10189.70</b>
<b>A4</b>	<b>South Pavilion:</b>		
a	GROUND FLOOR	5.05M	2090.26
b	FIRST FLOOR	3.90M	1936.92
c	SECOND FLOOR	3.90M	2066.12
d	THIRD FLOOR	3.90M	2156.28
e	FOURTH FLOOR	3.90M	2156.28
		<b>Total</b>	<b>10405.85</b>
<b>A5</b>	<b>DINING BLOCK</b>		
a	GROUND FLOOR	4.00	556.64
		<b>Total</b>	<b>556.64</b>
<b>A6</b>	<b>MLCP BUILDING</b>		
a	GROUND FLOOR	3.50 M	1933.39
b	FIRST FLOOR	3.50 M	1933.39
c	SECOND FLOOR	3.50 M	1933.39
d	THIRD FLOOR	3.50 M	1933.39
e	FOURTH FLOOR	3.50 M	1933.39
f	FIFTH FLOOR	3.50 M	1933.39
g	SIXTH FLOOR	3.50 M	1933.39
h	SEVENTH FLOOR	3.50 M	1933.39
i	EIGHT FLOOR	3.50 M	1933.39
		<b>Total</b>	<b>17400.48</b>
<b>A7</b>	<b>BOYS HOSTEL</b>		
a	GROUND FLOOR	3.50 M	519.19
b	FIRST FLOOR	3.50 M	555.88
c	SECOND FLOOR	3.50 M	555.88
d	THIRD FLOOR	3.50 M	555.88
e	FOURTH FLOOR	3.50 M	555.88
		<b>Total</b>	<b>2742.71</b>
<b>A8</b>	<b>GIRLS HOSTEL</b>		
a	GROUND FLOOR	3.50 M	519.19

b	FIRST FLOOR	3.50 M	555.88
c	SECOND FLOOR	3.50 M	555.88
d	THIRD FLOOR	3.50 M	555.88
e	FOURTH FLOOR	3.50 M	555.88
		<b>Total</b>	<b>2742.71</b>
<b>A9</b>	<b>HOTEL</b>		
a	GROUND FLOOR	3.50 M	1456.15
b	FIRST FLOOR	3.50 M	1037.25
c	SECOND FLOOR	3.50 M	960.50
d	THIRD FLOOR	3.50 M	876.80
e	FOURTH FLOOR	3.50 M	796.97
F	SWIMMING POOL TERRACE		796.97
		<b>Total</b>	<b>5924.39</b>
	<b>TOTAL STADIUM BUILT UP AREA</b>		<b>60335.27</b>

Note: Provision for stronger foundation and structure design has to be taken in account for as stated in the area statement for future expansion of the proposed project.

The Bidders are required to quote on the basis of aforesaid areas for each Building of the Project and in case of any variation; no extra payment shall be payable up to 2% variation, in the areas due to any reason afterwards. However, for a variation beyond 2% in the built up area, the Bidders shall be paid on pro-rata basis, on the written orders by the Engineer-in-Charge after seeking written approval from the Employer.

- 1.2 The site for the work is available.
- 1.3 The Bidder shall have In-house design capabilities to provide the required services as per the scope of work. In case, the in-house design capabilities are not available, then the Bidder shall enter into an agreement with a design consultant who has requisite credentials as mentioned in the General Conditions of Contract. The Bidder, within 7 days of award of work, shall submit details of such in house design capabilities or details of the design consultant proposed to be engaged by the Bidder along with requisite credentials.
- 1.4 The Bid documents consisting of Notice Inviting Tender s (NIT) & Instructions to Bidders (ITB), General Conditions of Contract, Specific Conditions of Contract, Design Basis Report, Technical Specifications, Tender Drawings, Financial Bid and other necessary documents (if any) are available online at our website <https://biharcricketassociation.com/>
- 1.5 Last date to fill/upload the tender through Tendering is as per Table-I at Clause 1.1 above.
- 1.6 The intending Bidder must have Class-III digital signatures to submit the Bid. After submission of Bid the contractor can re-submit revised Bid any number of times but before the last time and the date of submission of Bid as notified. While submitting the revised Bid, the contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before the last time of date of submission of Bids as notified.
- 1.7 Bid Security/ Earnest Money Deposit (EMD) shall have to be deposited by RTGS through available gateway/net banking as per details specified in the Bid Document.

1.8 **Processing Fee and Earnest Money Deposit (EMD)**

- i. **Processing Fee:** The Bid can be submitted offline only after paying the Processing & Document Fee which is non-refundable. The amount shall be paid online through payment gateway net banking/RTGS as mentioned in Table 1. Interested applicants are informed that tender submission process will not move onward if the above amount is not paid through. Processing Fee is non-refundable.
- ii. **Earnest Money Deposit (EMD):** The amount Rs 5.00 Cr shall be paid online through the payment Gateway by net banking/RTGS as mentioned in Table 1 or in the form of Bank Guarantee from any Scheduled Commercial Bank. Interested applicants are informed that tender submission process will not move onward if the Earnest money is not paid through mentioned gateway.

Micro and Small Enterprises registered with the National small Industries Corporation Limited, New Delhi (NSIC) and in respect of which competency certificates are issued by the NSIC will be exempted from furnishing earnest money deposit.

- iii. Online Bid Documents submitted by intending Bidders shall be opened only of those Bidders, tender Fee/Processing Fee submission is verified vide UTR no provided by them in online submission.

1.9 The Bid submitted shall become invalid and cost of Bid & tender processing fee shall not be refunded if:

- (i) The Bidder is found ineligible.
- (ii) The Bidder does not upload all the documents (including Goods & Service Tax (GST) registration, PAN Card) as stipulated in the Bid Document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of Bid and hard copies as submitted physically in the office of tender opening authority.

1.10

- a. The Technical Package Part-I, Part-II and Part-III, as detailed in clause 16.1, to be submitted through email and hard copy both and Financial Package as detailed in clause 16.2 of Section-II ITB shall be submitted offline in a separate sealed envelope in BCA office, and will be opened as per the schedule at Table-I above. Technical Package Part-II of only those tenderer(s), whose Earnest money & tender Fee/Processing Fee is found to be in order, shall be opened.
- b. The hard copies of the documents (in original) referred at Clause 16.1 of Section- II ITB are to be submitted in the office of Chief Executive Officer, Bihar Cricket Association, Bihar before the Date & time for submission of hard copies of Bids.

1.11 The Technical Bid shall be opened first on due date and time as mentioned at Table- I above. The time and date of opening of Financial Bid of Bidders qualifying the Technical Bid shall be communicated to them at a later date.

1.12 The Bidder, whose tender is accepted, will be required to furnish performance guarantee, of the amount and within the period, specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Fixed Deposit Receipt (FDR) or Banker's Cheque or Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of **Employer's Representative** as per Form C. **Performance Bank Guarantee to be valid up to sixty days beyond the stipulated date of completion or the extended period, thereof.**

1.13 In case the Bidder fails to deposit the said performance guarantee within the period as indicated in schedule 'F', including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the Bidder.

1.14 The Bidder whose Bid is accepted will also be required to furnish either copy of applicable licenses / registration or proof of having made application for obtaining labour licenses, registration with EPFO, ESIC and BOCW, Welfare Board including Provident Fund Code No., if applicable and also ensure the compliance of aforesaid provisions by the sub-agencies, if any engaged by the Contractor for the

said work and Programme Chart (time and progress) within the period specified in Schedule 'F' of GCC.

- 1.15 **Performance Evaluation:** Performance Evaluation of the Bidders for eligibility shall be done by the tender inviting authority. If required, the works executed by the Bidders who otherwise qualify may be got inspected by the tender inviting authority.
- 1.16 Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other conditions, factors etcetera having a bearing on the execution of the work.
- 1.17 The Competent Authority for & on behalf of the Bihar Cricket Association does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.
- 1.18 Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.19 The Competent Authority for & on behalf of the Bihar Cricket Association reserves to himself the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the rate quoted by him for the same.
- 1.20 The Bidder shall not be permitted to tender for works in case his near relative is Gazetted officer in the office of Bihar Cricket Association /Client Department, UP or in the Managerial Cadres of BCA, BIHAR and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.
- 1.21 No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 1.22 The tender for the works shall remain open for acceptance for a period of **90 (Ninety)** days from the last date of submission of Bid or any extension thereto. If any Bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bihar Cricket Association, then the Bihar Cricket Association shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the Bidder shall not be allowed to participate in the re-tendering process of the work.
- 1.23 The scope of work envisages a number of specialized Civil/ Electrical/ Mechanical/ Electronic Engineering services etcetera to be executed as integral part of this Contract. However, in case the Bidder does not have in-house capacity for execution of such component(s) of work and intends to engage outside agency for execution, the Bidder shall ensure that such specialized agencies in each case meet the eligibility criteria as per follows:

For Specialized works viz. HVAC System, STP, Lift, Fire Fighting, Solar PV System:

**II. For Specialized works viz STP, Substation works etc**

Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- a. HVAC: One similar work having individual Chiller capacity not less than 150 TR OR Two similar works having individual Chiller capacity not less than 90 TR.
- b. STP: One similar work having capacity not less than 300 KLD SBR based STP OR Two similar works each having capacity not less than 150 KLD SBR based STP.
- c. ETP- One similar work having capacity not less than 50 KLD based ETP OR Two similar works each having capacity not less than 30 KLD based ETP
- d. For Fire Fighting System: Experience of having successfully completed similar specialized works with at least one no. of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etcetera in a campus comprising of business/ institutional/ residential/ educational/ assembly buildings as classified in NBC.
- e. For Lifts works: For Lifts, associated agency shall be as per the approved makes.
- f. DG Set: One similar work having individual DG capacity not less than 1000 KVA OR Two similar works having individual DG capacity not less than 500 KVA.
- g. Sub station: One similar work having individual transformer capacity not less than 2000 KVA or Two similar works having individual transformer capacity not less than 1500 KVA

**III. For specialized works as mentioned below approval from Engineer-in- Charge shall be sought before commencement of work:-**

- i. Audio Visual System.
- ii. WTP (Water Treatment Plant)
- iii. LV works like Access Control System, LAN, IPBAX, CCTV, Fire Alarm & Detection, Public Address, solar voltaic power generation system, BoomBarrier, etc( Only Civil and MEP works)
- iv. Any other specialized works specified in Tender.

**IV. For all other specialized works, for which the contractor intend to engage a specialized agency for execution of work, the contractor shall take approval of the Engineer-In-Charge before assignment of such agency and should comply to the CVC guidelines for similar work.**

- 1.24 **Registration/ License:** The Bidder should have their registration for GST, PF, ESIC, Building Cess Registration etcetera, with the appropriate Authorities. In case the Bidder is not registered for PF, ESIC, Building Cess Registration (except GST) etcetera, with the appropriate Authorities at the time of submission of Bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.
- 1.25 The Bidder will indemnify Bihar Cricket Association / executing agency, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicant along with their Bid.
- 1.26 GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Bihar Cricket Association / executing agency will not entertain any claim, whatsoever in respect of the same. However, component of GST at time of supply of service (as

provided in CGST Act) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

- 1.27 This Notice Inviting tender shall form a part of the contract document. The successful Bidder, on acceptance of his tender by the Competent Authority for & on behalf of the Bihar Cricket Association /executing agency, shall, within 30 days from the stipulated date of start of the work, sign the contract consisting of the Notice Inviting Bids, all the documents including General Conditions of the Contract, Specific Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, forming the e- tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etcetera, if any.

- 1.28 **Following shall also be part of the contract:**

Standard forms as mentioned in Schedule “F” consisting of:

- i. Various standard clauses with corrections upto the date stipulated in Schedule F along with annexures there to.
- ii. Safety Code.
- iii. Rules for protection of health, sanitary arrangements for workers employed by the executing agency or its contractors.
- iv. Contractor’s Labour regulations
- v. List of Acts and Omissions for which fines can be imposed.

- 1.29 **Bid document consists of:**

- i. **Volume – 1 (Notice Inviting Tender s (NIT) & Instructions to Bidders (ITB)**
- ii. **Volume – 2 (General Conditions of Contract)**
- iii. **Volume - 3 (Specific Conditions of Contract)**
- iv. **Volume – 4 (Design Basis Report)**
- v. **Volume – 5 (Technical Specifications)**
- vi. **Volume– 6 (Tender Drawings)**
- vii. **Volume – 7 (Financial Bid)**
- viii. **All amendments(s)/ corrigendum, if any.**

Bihar Cricket Association reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against Bihar Cricket Association for rejection of his/ all tender(s).

Chief Executive Officer,  
Bihar Cricket Association

## **SECTION-II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **2 INTRODUCTION:**

##### **2.1 Brief Particulars of the Work**

The scope of work includes architectural design, structural design, and design of all required services, obtaining mandatory approvals from local bodies/ authorities required for commencing the work, execution of work & services and handing over the assets after making them habitable in all aspects for “**Construction of Redevelopment of Moin-UI-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis.** The work is to be executed on Design, Engineering, Procurement and Construction (EPC) basis including three years Defect Liability Period. The details of scope of work are at Section III of the Document.

##### **2.2 Eligibility Criteria & Disqualification:**

The eligibility Criteria is as at Section I (Notice inviting Tender). It may be noted that even if a Bidder meets the eligibility criteria, the Bihar Cricket Association / executing agency may, at their discretion and at any stage during the selection process or execution of the Project, on discovering the facts & figures & finding that the information provided by the Contractor is Contrary to Integrity pact, Bihar Cricket Association / executing agency shall order disqualification of the contractor, if the Contractor's debarment or blacklisting is effective by any Central/State Government Department/ Autonomous Body/ PSU, even after Bids have been opened and/or work awarded.

##### **2.3 BID Documents:**

###### **2.3.1 Contents of BID Documents**

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etcetera issued by Bihar Cricket Association for the purpose.

###### **2.3.2 Pre-Bid Meeting**

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may arise at this stage. Bihar Cricket Association shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting tender to answer any queries / provide clarifications that the Bidders may have in connection with the Project and to give them relevant information regarding the same. Representatives (2 nos. maximum) of each prospective Bidder shall be allowed to participate on production of authority letter from the Bidder. During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration. The Bihar Cricket Association shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Bidders are requested to bring authorization letter, letterhead and stamp/seal of the company at the time of pre – Bid meeting. Only written queries shall be accepted from those present in the pre- Bid meeting. No other queries shall be entertained or replied to. If prospective Bidders / their authorized representatives wish to raise any queries, then they need to be present in the pre- Bid meeting. Bihar Cricket Association response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on the websites & tender portal [bca@biharcricketassociation.com/](mailto:bca@biharcricketassociation.com/).

###### **2.3.3 Clarifications**

A prospective Bidder requiring any clarification with regards to the BID document may notify the office of Chief Executive Officer, Bihar Cricket Association in writing at the mailing address indicated in Notice Inviting Bid or e-mail at [bca@biharcricкетassociation.com](mailto:bca@biharcricкетassociation.com). Bihar Cricket Association will respond any request for clarification which is received within seven days from the date of availability of Tender document on-line. The responses (including an explanation on the query but without identifying the source of the inquiry) upload on tender portal <https://biharcricкетassociation.com/> Only written communication/clarification shall be considered as valid

#### **2.3.4 Amendment to BID Document**

- i. At any time prior to the deadline for the submission of Bids, Bihar Cricket Association, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment(s)/ addendum(s)/corrigendum(s).
- ii. The said amendments in the form of the addendum/corrigendum will be made available on website \_\_, tender portal <https://biharcricкетassociation.com/> at-least three (3) days prior to the last date of the original or extended deadline for the submission of the Bids. The uploading of the said amendment(s)/ addendum(s)/corrigendum(s) shall be binding on the Bidders. The Bidders are advised to regularly visit above mentioned website to ensure that they are aware of the amendment(s)/ addendum(s)/corrigendum(s). The amendment(s)/addendum (s)/ corrigendum(s) issued will form part of the BID documents.
- iii. In order to provide prospective Bidders, reasonable time for preparing their Bids after taking into account such amendments, addendum (s)/ corrigendum(s), the Bihar Cricket Association may, at its discretion, extend the deadline for the submission of Bids.

#### **2.3.5 Preparation of Bid:**

##### **a) Bidder's responsibility:**

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting tender including instructions, conditions, forms, terms, etcetera. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being non - responsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

##### **b) Project Inspection and Site Visit**

Any Site information including the site survey, soil investigation report etcetera, given in this Bid Document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and get/ obtain at his/their own responsibility, any information that may consider necessary including conducting site survey, soil investigations, availability of electricity, water and drainage, as applicable for preparing the Bid. Bihar Cricket Association shall not be liable for such costs, regardless the outcome of the selection process. **The Bidder has to obtain a Site Visit Certificate from the Engineer-in-charge and submit it along with the Bid but non-submission of the same shall not form the ground for disqualification.**

##### **c) Documents Comprising the Bid**

Bidders shall submit their Bids online. The hard copies of the documents as explained in Clause 2.3.6 are to be submitted separately. Hard copy is to be submitted in only one package 'Technical Package' (Hard Copy & Online). No 'Financial Package' is to be submitted. Any submission of the hard copy comprising of 'Financial Package' shall be summarily rejected.

**d) Alternative Proposal by Bidders:**

Bidders shall submit offers that comply with the requirement of the Tender. Any Alternative Proposal(s) will not be considered at all.

**e) Method of Application:**

- i. If the Bidder is an individual, the application shall be signed by him above his/her full type written name and current address.
- ii. If the Bidder is a proprietary firm; the application shall be signed by the proprietor above his/her full type written name and the full name of his firm with its current address.
- iii. If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the later case a certified copy of the Power of Attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- iv. If the Bidder is a Limited company or a corporation, the Bid shall be signed by a duly authorized person holding Power of Attorney for signing the application and certified copy of such power of attorney shall also be furnished. The Bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

v. Joint Venture shall not be allowed for the specific project

~~In case JV is allowed for a specific project, the conditions shall be as follows:-~~

**Pre-qualification of JV**

~~(A) The Joint Venture will have maximum 03 partners/members; one of them will be declared Lead Partner. Lead partner will have maximum financial stake in the Joint Venture. The technical & financial capability of only those partners/ members will be taken into account for qualification who has minimum 25% financial stake in the Joint Venture.~~

~~JV members are "jointly and severally responsible and liable" in a contract. For prequalification, the JV should fulfil the criteria specified in the pre-qualification document. The attributes to be evaluated will be the same as for individual contractors; however, certain parameters up to the specified limits have to be essentially met by them collectively, some by the lead partner, and some by the other partner, as briefly described below:-~~

~~1. Qualifying factors to be met collectively:-~~

~~(i) annual turnover from construction; (ii) particular construction experience and key production rates; (iii) construction cash flow for the subject contract; (iv) personnel capabilities; and (v) equipment capabilities;-~~

~~2. Qualifying factors for lead partner:-~~

~~(i) Annual Turnover from Construction; (ii) particular construction experience; (iii) financial capability to meet cash flow requirement of subject contract not less than of 50 (fifty) per cent of the respective limits prescribed in case of individual contractors may be accepted; (iv) adequate sources to meet financial commitments on other contracts; (v) financial soundness;-~~

~~3. Qualifying factors for other partner:-~~

~~Same as for lead partner except that for the factors specified in (2) (iii) above, a lower limit of 25 (twenty five) percent may be accepted instead of 50 (fifty) per cent.-~~

~~4. Disqualification-~~

~~Even if an applicant meets the eligibility criteria and Pre Qualification Condition (PQC), he shall be subject to disqualification if he or any of the constituent partners is found to have:-~~

~~1. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;-~~

~~2. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to~~

- bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than nonperformance, such as the most experienced partner (major partner) of JV pulling out;
3. On account of currency of debarment by any Government agency.
- (B)** 1. Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Annexure III (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
- (i) convey the commitment(s) of the Lead Member in accordance with this Bid Document, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
  - (ii) commit the approximate share of work to be undertaken by each member conforming to above;
  - (iii) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Defect Liability Period is achieved in accordance with the EPC Contract; and
2. Except as provided under this Bid Document, there shall not be any amendment to the Jt. Bidding Agreement.
- (C)** The Bidder shall promptly inform While bidding is open to persons from any country, the following provisions shall apply:
- (a) Where, on the date of the Application, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in the L-1 Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India, then the eligibility and award of the project to such L-1 Bidder shall be subject to approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such time. The decision of the competent authority in this behalf shall be final and conclusive and binding on the Bidder.
  - (b) Further, where the LoA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 25% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.
  - (c) The holding or acquisition of equity control, as above shall include direct or indirect holding, acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.
  - (d) The bidder shall promptly inform the authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.
  - (e) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the bid process shall be annulled and fresh bids invited.
  - (f) Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this clause Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019 PPD dated 23/07/2020 shall be referred which is enclosed as Annexure IV.

**(D) Eligibility and qualification requirements of Bidder**

~~—For determining the eligibility of Bidder the following shall apply:~~

- ~~(a) The Bidder may be a single entity or a group of entities (the “Joint Venture”), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Joint Venture.~~
- ~~(b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture.~~
- ~~(c) A Bidder shall not have a conflict of interest (“Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:~~
  - ~~(i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. Indirect shareholding held through one or more intermediate persons shall be computed as follows:~~
    - ~~(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and~~
    - ~~(bb) subject always to sub clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or~~
  - ~~(ii) a constituent of such Bidder is also a constituent of another Bidder; or~~
  - ~~(iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or~~
  - ~~(iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or~~
  - ~~(v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Application of either or each other; or~~
  - ~~(vi) such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.~~

#### **(E) Procedure for Tender ing**

To participate in the Bidding, it is mandatory for the Bidders to get registered their firm /Joint Venture with e Procurement Portal to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

- ~~i. registration with e Procurement Portal (etender.up.nic.in) should be valid at least up to the date of submission of Bid. Bids can be submitted only during the validity of~~

registration.

It is also mandatory for the Bidders to get their firms registered with Tendering portal. The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

- ii. If the firm/Joint Venture is already registered with Tendering service provider, and validity of registration is not expired, then the firm/Joint Venture is not required a fresh registration.

**(F) Selection of Bidder :**

~~In case, Selected Bidder is a Joint Venture, then on issue of LOA, the Joint Venture Agreement between members of the Joint Venture to whom work has been awarded, with the same shareholding pattern as was declared in the Joint bidding agreement document submitted along with Bid Document, shall be got registered before the Registrar/Sub-Registrar under “The Indian Company Act 2013 (in case of Company) or before the Registrar/Sub-Registrar under the “ The Indian Partnership Act 1932 (in case of Partnership firm) or under LLP Act 2008 (in case of LLP) and deposit the Original copy of Joint Venture Agreement to the Authority before the execution of the Agreement.~~

**f) Bid documentation**

- i. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a ‘Nil’ or ‘no such case’ entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as ‘Not applicable’. The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the Bid being summarily disqualified. Bid made by telegram or telex and those received late will not be entertained.
- ii. The Bid should be type written. The Bidder should sign each page of application, forms and documents before scanning & uploading.
- iii. Over writing should be avoided. Corrections if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- iv. References, information and certificate from the Engineer-in-Charge certifying technical knowledge or capability of the Bidder etcetera should be signed by an officer not below the rank of Executive Engineer or equivalent.
- v. The Bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Bihar Cricket Association.
- vi. If private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted along with the experience certificate and the TDS amount shall tally with the actual amount of work done.

**2.3.6** List of Documents to be scanned and uploaded on the tender website within the period of tender submission:

**2.3.7 Technical Package:**

The technical package, clearly labeled as “**TECHNICAL PACKAGE**”, is to be submitted in

three parts.

**C. Technical Package, Part-1: tender Fee / Processing Fee & EMD(Form-I).**

**This part shall consist of following: -**

- I. Original Non – Refundable Tender Fee / Processing Fee:** -as per Table- I, on - email of BCA i.e., [bca@biharcricketassociation.com](mailto:bca@biharcricketassociation.com). The Tender Fee / Processing Fee is non – refundable. Any cash submission of tender Fee / Processing Fee will be rejected.
- II. Bid Security/Earnest Money Deposit:** - as per Table- I, the amount up to Rs 5.00 Cr shall be paid online through the payment Gateway by net banking/RTGS or in the form of Bank Guarantee from any Scheduled Commercial Bank. Interested applicants are informed that tender submission process will not move onward if the Earnest money is not paid through available gateway of the tender portal. The EMD Fee is refundable. Any physical submission of the Earnest Money will be rejected.
  - a. The Bid Securities of Unsuccessful Bidders shall be discharged/ returned by Bihar Cricket Association, Bihar not later than 30 days after the expiration of the period of Bid Validity.
  - b. The Bid Security shall be forfeited if a Bidder withdraws his Bid during the period of Bid validity or in the case of the Successful Bidder, if he fails to submit the necessary performance security or fails to enter into the Contract within time limit specified in Schedule 'F'.
  - c. The Bid Security of the Successful Bidder shall be returned after receipt of Performance Bank Guarantee.

**D. Technical Package, Part-2: Should be submitted in original with scanned copy of documents to be uploaded online (Hardcopy and Scanned copy online)**

- a. Form A: Form of Bid along with Appendix to be typed on the letter head and duly signed and stamped by authorized person.
- b. Form E: Format for Power of Attorney for signing of proposal. In case Bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the Bid is duly signed and stamped by Managing Director / Partner / Proprietor.
- c. Indemnity/ Undertaking/ Affidavits as per requirements (Form-F, H)
- d. Form G: Original Affidavit as per format at Form 'G'
- e. Form 'T-1'(Financial Information) – Annual Audited Financial Statements for the last five years (Audited balance sheets and Statement of Profit & Loss Account along with notes to accounts duly signed by Chartered Accountant shall be attached with this form for last five financial years.
- f. Form "T-2/1, T-2/2 & ~~T-2/3~~" (List of all works successfully completed during the last seven years)
- g. Form "T-3" (Performance Report of Similar Works)
- h. Form "T-4" (Structure and Organization)
- i. Form "T-6" (GST Registration Details)
- j. Copies of GST Registration or undertaking / EPF Registration/ PAN Number
- k. Integrity Pact and Agreement duly signed by the person authorized to sign the Bid on behalf of the Bidder. (Asper Performa given in GCC, Vol-2).

- l. All pages of the entire Corrigendum/ addendum (if any)/ Pre Bid clarifications (if any) signed by the authorized person of the Bidder/Bidder
- m. All TDS Certificates of Private Sector Projects for the works executed in India.
- n. Any other document as specified in the Bid document.
- o. Form T1 – B: Self-Attested Bank Solvency Certificate from a nationalized bank or Scheduled Bank as per format at “Form T1-B”.
- p. Form “T-5” (TDS Details for Private Sector Projects for the works executed in India)
- q. Annexure I Power of Attorney for signing of Bid
- r. Annexure II Power of Attorney for Lead Member of {Joint Venture}
- s. Annexure III Joint Bidding Agreement for {Joint Venture}

The above listed documents in original are to be submitted in the envelope and marked clearly as Envelope No: **2 “Technical Package”**.

Envelope No. 1 and Envelope No. 2 should be kept in one single sealed envelope super-scribed with Name of the Bidder and Name of the e- tender should be submitted to **office of Chief Executive Officer**, Bihar Cricket Association.

### 2.3.8 Financial Package

The financial package (**VOLUME 7 -FINANCIAL BID**) should be submitted **OFFLINE** only. The quoted rates should include all costs associated with the Project including any out of pocket / mobilization expenses. Quoted rates shall include all prevailing taxes including Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies but excluding Goods and Services Tax till the last stipulated date for the receipt of tender including extensions if any. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be.

The Bidder must ensure to fill up rate against each item of Financial Bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO). In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Bihar Cricket Association as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.

### 2.3.9 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language only.

### 2.3.10 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the Bid document will also be deemed to be in Indian Rupees unless otherwise mentioned.

### 2.3.11 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, Bihar Cricket Association, may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form a Bank Guarantee.

#### **2.3.12 Format and Signing of Bid**

- d. Bid documents (Technical package and financial package) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a Power of Attorney in original authorizing the person signing the documents.
- e. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- f. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

#### **2.3.13 Sealing and Marking of Bids**

- a. The Bid shall be submitted along with documents and mode of submission mentioned at Clause 2.3.6 mentioned above at Section-II (ITB) and also mentioned in the Checklist at Annexure - I in Volume I of the document.

Please note that the price should not be indicated in any of the documents enclosed in Technical package. Non-compliance shall entail rejection of the Bid.

#### **2.3.14 Submission of Bids**

- c. The last date for submission of completed Bids is given in Notice Inviting Tender. Bihar Cricket Association, may at their discretion, extend this date, in which case all rights and obligations of the Bihar Cricket Association and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.
- d. Required documents which are required to be submitted in original as per mode defined in Checklist at Annexure I, appended to this document shall be submitted by hand or through registered post or courier service at the address mentioned above. Bihar Cricket Association shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.

#### **2.3.15 Bid Due Date**

- d. Hard Copies of the Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- e. The Financial Bid to be submitted in a separate sealed envelope & List of documents to be scanned & sent to the official email id mentioned above as per Clause 2.3.6, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- f. Bihar Cricket Association may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

#### **2.3.16 Late Bids**

Any Bid received at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Tender/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

#### **2.3.17 Power of Attorney:**

Bidders shall submit, along with Technical Package, a Power of Attorney, on a stamp paper of

appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with Bihar Cricket Association and act as the contact person. The format for the power of attorney shall be as per **Form E** of Bid Document Volume-I. In case Bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

In the event of tender being submitted by a Limited company or a corporation, it must be signed by a duly authorized person holding power of attorney for signing the application and certified copy of such power of attorney shall also be furnished. The Bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

## **2.4 Bid Opening and Evaluation:**

### **2.4.1 Bid opening**

- i. The Bids will be opened in the presence of prospective Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting Tender.
- ii. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- iii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iv. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- v. On opening of the Bid, it will be checked if the Tender Fee & Bid processing fee and EMD/ Bid Security has not been submitted online as detailed above.
- vi. Technical Package – Hardcopy (Envelope No. 1) of the Bids will be opened first. These will be checked for completeness and confirmation of submission of the requisite Tender /Processing Fee & EMD/Bid Security declaration form. Thereafter Technical Package – Hardcopy (Envelope No. 2) will be opened. If the documents do not meet the requirements of the Tender, a note will be recorded.
- vii. The Bidders name, the presence or absence of the requisite Bid Security and any other details as Bihar Cricket Association or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- viii. Technical evaluation shall be as per **Section IV**, Evaluation Process.
- ix. Financial Package of all Bidders whose Bids are found responsive after Technical evaluation will be opened at a later date.

### **2.4.2 Determination of Responsiveness**

- i. Prior to the detailed evaluation of Bids, Bihar Cricket Association will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
  - a. have digital signature.
  - b. is accompanied by the Power(s) of Attorney, if required
  - c. contains all the information as requested in the Bid Document
  - d. contains information in formats same/similar as those specified in this Bid Document
  - e. mentions the validity period of the Bid
  - f. is accompanied by the Bid Security/EMD,

- g. Conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, BCA, BIHAR's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by Bihar Cricket Association. The decision of the Bihar Cricket Association in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

"Only participating bidder for said work can lodge the complaint against other bidder. If the complaint is found baseless & unnecessary then the complainant will be declared as non-responsive.

If any of the bidder uploaded misleading/wrong facts may be blacklisted on recommendation of Evaluation Committee by the Competent Authority."

For avoidance of doubt, only the bidders who have applied for the said bid can object against the qualification etc. of another bidder in the same tender. In case, the complaint found baseless then the committee can take action against the complainant.

#### **2.4.3 Evaluation of Bids**

- i. Bihar Cricket Association, would examine and evaluate responsive Bids, as per the criteria set out in this document at **Section IV** Evaluation Process
- ii. Bihar Cricket Association reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or uncovered;
  - or**
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information/clarifications required and sought by Bihar Cricket Association, for the evaluation of the Bid;
  - or**
  - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.
- iii. The Bihar Cricket Association, reserves the right, without being liable for any damages or obligation to inform the Bidder to:
  - a. Amend the scope and value of contract.
  - b. Reject any or all the applications without assigning any reason.

#### **iv. Disqualification-**

Even if an applicant meets the eligibility criteria, he shall be subject to disqualification if he or any of the constituent partners is found to have:

- (I) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and or;
- (II) Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- (III) On account of currency of debarment by any Government agency.

#### **2.1.1 Clarification of Bids**

- i. Evaluation of Technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material/information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their Technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the Bid. The request for clarifications and the response shall be in writing, or by e-mail at [bca@biharcricketassociation.com](mailto:bca@biharcricketassociation.com). No change / addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. To assist in the examination, evaluation and comparison of the Financial Bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by e-mail at [bca@biharcricketassociation.com](mailto:bca@biharcricketassociation.com).

### **2.1.2 Process to be Confidential**

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence BCA, BIHAR Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

## **2.2 Award of Contract**

### **i. Award Criteria**

Bihar Cricket Association will declare the Bidder ranked L1 as Successful Bidder considering the total Bid as mentioned in the NIT. The executing agency reserves the right to proceed and award the work and issue Letter of Award (LOA) on these basis as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

### **ii. Notification of Award**

a. Prior to the expiry of the period of Bid Validity, the executing agency will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the amount which the executing agency, will pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by Bihar Cricket Association from the unsuccessful Bidders.

- b. The Letter of Award shall constitute a part of the Contract.

### **iii. Signing of Agreement**

- a. Employer shall prepare the Contract Agreement in the Proforma (**Form D**) included in this document, duly incorporating all the terms of agreement between the three parties within thirty days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The contractor whose Bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining of labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in schedule "F" given in Volume –II, GCC.

- d. The Contract Agreement shall be duly signed by the Client department, Govt Working agency (BCA, BIHAR) and the contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, Bihar Cricket Association reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.
- iv. Refund of Earnest Money/ Bid Security
  - a. The Earnest Money/Bid Security will be refunded to the Unsuccessful Bidders on finalization of the award or on rejection of a Bid or at the expiry of the validity period of the tender (unless extended by the Bidder), whichever is earlier. Earnest Money/ Bid Security Deposits submitted by contractors except the first and second lowest Bidders may be returned within a week from the date of opening of the price Bids.
  - b. Earnest Money/ Bid Security will be refunded without waiting for any application or request from Unsuccessful Bidders.

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### SECTION-III

## SCOPE OF WORK

### 3. Bids are invited for following scope of work:

The scope of work relates to “**Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis**” The work is to be executed on Design, Engineering, Procurement & Construction (EPC) basis including Defect Liability Period of three years after completion and handing over in phases and up to the expiry of the defect liability period. Following major buildings/ blocks are to be constructed with associated infrastructure along with other services utilities required for smooth functioning of the project taking into consideration all statutory regulations:

Construction and functioning of Building/ Components of Works to be completed along with all associated E&M, services & Utilities	Completion Period from Date of Start
<p><b>1) Stadium stand:</b> -a) East Stand: b) West Stand: c) North Pavilion: d) South Pavilion: <b>2) Field Of Play</b> a) Main Ground- 9 playing pitches b) Practice Pitches: 18 nos. Practice pitches c) Main Stadium Sports Lighting: 6 nos. high mast <b>3) Gate &amp; security Room-</b> 4 Types total 7 No 4) Hotel(G+4) with Swimming pool at terrace 5) Boys &amp; Girls Hostel. 6) Multi Level Car parking 7) North &amp; South Pavilion 8) Pitches &amp; MOAT 9) Dinning Hall 10) Service Buildings <b>11) Site Development &amp; Utility Works</b> <b>a)</b> Underground Water Tank <b>b)</b> Sewage Treatment Plant <b>c)</b> Boundary Wall, Roads, Car Parking, Pathways, Storm Water Drains Driveways, SIGHT SCREEN <b>d)</b> Hardscapes, Landscape &amp; Horticulture 12) Transformer &amp; Bus Duct , E&amp; M work including Media Façade, High mast Light, CCTV , broadcasting Services etc. 13. Turnstile System Work 14. Stadium Main Digital Clock Work 15. HSD Tank Work 16. CCTV System, ELV Works, EV Charging System, IBMS System Work 17. Furniture Broad Scope of work mentioned in Vol -III and DBR</p>	24 Months

- 3.1 **Land:** - The main approach road is connected to NH-30 Kankarbagh Bypass Road. Total Land area allotted for the project is approx. 29.11 Acre and Built up Area is approx. 60335.5 Sqm
- 3.2 The Bidders shall be provided with a Master Plan of the complex, Concept Plans of the proposed buildings in the complex, Technical specifications and other details forming the part of Bid documents. Based on these drawings and documents, the Bidders shall prepare their detailed designs and in conformity with the local Bye- laws. Any modification in the master plan and concept plan, required to meet the conformance to the local bye laws, shall be done with the approval of the Client Department. The designing and construction of

Entrance Gates as per Master Plan are in scope of work of contractor. Facades of the buildings need be developed as per approved views and no additional cost shall be paid for façade elements like boxing, porches, arches etc.

- 3.3 In the Master Plan, there is provision for overall development of the land. However, present scope of work involves **Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their Maintenance during Defect Liability Period** as per Master Plan and concept designs with a total tentative Built-up area of 60335.27 sqm. Besides these, all required MEP and other services, utilities, horticulture, landscaping, roads and pavements, parking, pathways, sports facilities compound walls, watchman cabins, all gates (internal & external), external development, drainages, signage etc. and all related utilities and as mentioned in the Design Basis Report and otherwise taking into consideration w.r.t all statutory regulations as required for development and functioning of campus are also included in the scope of work.

The tentative area details of the buildings/ blocks are as given below:

<b>Sr. No.</b>	<b>Building Name</b>	<b>Floor Height</b>	<b>Built-up Area in Sq. M</b>
<b>A1</b>	<b>East Stand:</b>		
a	GROUND FLOOR LVL-1	6.60M	1804.59
b	FIRST FLOOR LVL-2	3.90M	1685.28
c	SEATING AREA LVL-3	3.90M	585.70
d	Seating Area LVL-4	3.90M	585.70
	<b>Total</b>		<b>4661.27</b>
<b>A2</b>	<b>West Stand:</b>		
a	GROUND FLOOR LVL-1	6.60M	2541.89
b	FIRST FLOOR LVL-2	3.90M	1912.70
c	SEATING AREA LVL-3	3.90M	628.34
d	Seating Area LVL-4	3.90M	628.34
	<b>Total</b>		<b>5711.27</b>
<b>A3</b>	<b>North Pavilion</b>		
a	GROUND FLOOR	5.05M	2111.82
b	FIRST FLOOR	3.90M	1810.18
c	SECOND FLOOR	3.90M	2094.54
d	THIRD FLOOR	3.90M	2086.58
e	FOURTH FLOOR	3.90M	2086.58
	<b>Total</b>		<b>10189.70</b>
<b>A4</b>	<b>South Pavilion</b>		
a	GROUND FLOOR	5.05M	2090.26
b	FIRST FLOOR	3.90M	1936.92
c	SECOND FLOOR	3.90M	2066.12
d	THIRD FLOOR	3.90M	2156.28
e	FOURTH FLOOR	3.90M	2156.28
	<b>Total</b>		<b>10405.85</b>
<b>A5</b>	<b>DINING BLOCK</b>		
a	GROUND FLOOR	4.00	556.64
	<b>Total</b>		<b>556.64</b>
<b>A6</b>	<b>MLCP BUILDING</b>		
a	GROUND FLOOR	3.50 M	1933.39

b	FIRST FLOOR	3.50 M	1933.39
c	SECOND FLOOR	3.50 M	1933.39
d	THIRD FLOOR	3.50 M	1933.39
e	FOURTH FLOOR	3.50 M	1933.39
f	FIFTH FLOOR	3.50 M	1933.39
g	SIXTH FLOOR	3.50 M	1933.39
h	SEVENTH FLOOR	3.50 M	1933.39
i	EIGHT FLOOR	3.50 M	1933.39
		<b>Total</b>	<b>17400.48</b>
<b>A7</b>	<b>BOYS HOSTEL</b>		
a	GROUND FLOOR	3.50 M	519.19
b	FIRST FLOOR	3.50 M	555.88
c	SECOND FLOOR	3.50 M	555.88
d	THIRD FLOOR	3.50 M	555.88
e	FOURTH FLOOR	3.50 M	555.88
		<b>Total</b>	<b>2742.71</b>
<b>A8</b>	<b>GIRLS HOSTEL</b>		
a	GROUND FLOOR	3.50 M	519.19
b	FIRST FLOOR	3.50 M	555.88
c	SECOND FLOOR	3.50 M	555.88
d	THIRD FLOOR	3.50 M	555.88
e	FOURTH FLOOR	3.50 M	555.88
		<b>Total</b>	<b>2742.71</b>
<b>A9</b>	<b>HOTEL</b>		
a	GROUND FLOOR	3.50 M	1456.15
b	FIRST FLOOR	3.50 M	1037.25
c	SECOND FLOOR	3.50 M	960.50
d	THIRD FLOOR	3.50 M	876.80
e	FOURTH FLOOR	3.50 M	796.97
F	SWIMMING POOL TERRACE		796.97
		<b>Total</b>	<b>5924.39</b>
	<b>TOTAL STADIUM BUILT UP AREA</b>		<b>60335.27</b>

Note:

- 1) Provision for one storey stronger foundation and structure design has to be taken in account for as stated in the area statement for future expansion of the proposed project.
- 2) Facades of the buildings need be developed as per approved views and no additional cost shall be paid for façade elements like boxing, porches, arches etc.
- 3) The Bidders shall be provided with a Master Plan of the complex, Concept Plans of the proposed buildings in the complex, Technical specifications and other details forming the part of Bid documents. Based on these drawings and documents, the Bidders shall prepare their detailed designs and in conformity with the local Bye- laws. Any modification in the master plan and concept plan, required to meet the conformance to the local bye laws, shall be done with the approval of the Client Department.

### 3.4 Preliminary & Detailed Design:

- i. Based on the details provided, as mentioned above, the Contractor shall prepare preliminary & detailed design of all the building & services including external development and these shall be in conformity with the Tender drawings, Technical Specifications, Design Basis Report and other standards set forth in the contract document subject to applicable statutory bye-laws/ regulations as listed below:
- ii. Topographic Site Survey and Sub-Soil Investigation & submission of Site Survey Report & Sub-Soil Investigation Reports to Engineer-In- Charge.
- iii. Preparation & submission of Preliminary & Detailed Architectural design/drawings of various buildings & blocks including preparation of Site Plan, Structural designs & drawings with complete services etcetera in conformance with Master Plan & other Tender drawings, Design Basis Report & General specifications for the work provided in the Tender Document with complete foundations and sub-structure / structure with all furnishings and interiors including acoustics treatment. The Contractor shall ensure that the drawings shall meet the requirements of the local bye-laws/ statutory bodies etcetera
- iv. The contractor shall prepare complete structural design drawings for foundations, superstructure, services, and for other structures to be provided/constructed, as per the provision contained in IS Codes / NBC 2016, taking into consideration the protection against seismic forces required for earthquake resistance structures. The shear walls, due to structural requirement shall be provided, as required.
- v. The structural drawings shall be got approved by Engineer-in-Charge on recommendations by PMC/Authority Engineer. The contractor shall ensure proof checking of structural designs and drawings from IIT/NITs. After approval of the structural drawings by Engineer-in-Charge, if any modification in design/drawing is needed, as per site conditions, the Contractor shall do/re- do without any extra cost. This shall, however, not absolve the contractor from providing safe and sound structure for the functional requirements.
- vi. Scope of work shall include scheme finalization based on DBR, tender drawings, concept designs, master plan etcetera detailed electrical load sheets, Equipment sizing, SLDs/Schematic for all MEP services, Technical Submittals & GA Drawings of all MEP Equipment, Lighting/Energy Simulation Reports for MEP Services, Detailed Water Requirement Sheet & Tank /Pump Sizing etcetera
- vii. Preparation & submission of Preliminary & Detailed Design & drawings of all internal and external services viz. Electricals including Provision of PA System under Fire detection, Fire Alarm & firefighting, STP & Water Treatment Plant, etcetera & all other system as mentioned in DBR & elsewhere in this Tender.
- viii. Planning and designing of all external services like water supply, system for recycling of waste water, installation of borewells, sewerage, drainage system, parking lots, internal campus roads, pathways, and all connected sub-structures and superstructures within the premises, as per bye-laws and norms of the local bodies including making connections with the peripheral services after getting the services design approved from the local bodies/statutory bodies. BCA, BIHAR/Administrative department role shall be limited only to sign the application / drawings / documents for submission to the local bodies in the capacity of the owner for approval. In case of water supply, sewerage and drainage, the cost of getting the scheme approved from service provider is included in the scope of work/bid. The cost of connection of water supply lines/sewer lines from peripheral connection point/outfall sewer shall also be borne by the Contractor apart from internal and external water supply/sewerage lines to be laid to make the system of water supply and sewerage functional/complete. However, statutory charges, if levied by the service provider towards cost of laying of their peripheral services shall only be reimbursed by BCA, BIHAR / Administrative department on production of relevant documents by the Contractor to the satisfaction of Engineer-in-charge.
- ix. The necessary arrangements are to be provided for supply of water through dual pipe system i.e. recycled water duly treated pumped through underground tanks to overhead tanks and piped to flushing in each location/utility as directed by the Engineer-in-charge.
- x. Planning and designing of bore wells, underground tanks, pump houses for water supply, for firefighting tank including installing of pumps, standby pumps as per approved drawings/ specifications or as directed by Engineer-in-charge on recommendation of PMC/Authority Engineer.
- xi. Planning and designing of all electrical and mechanical services including related external services for

works such as HT/LT Electrical works, firefighting works, Internal electrification, LV works, STP/WTP etcetera, as per bye-laws and norms of the statutory and local bodies including making connections with the peripheral services after getting the services design approved from the local bodies/statutory bodies. BCA, BIHAR's role shall be limited only to sign the application / drawings/ documents for submission to the local bodies in the capacity of the owner for approval. However, statutory charges, if levied by the service provider towards cost of providing services shall only be reimbursed by BCA, BIHAR on production of relevant documents by the Contractor to the satisfaction of Engineer-in-charge.

- xii. Planning & designing of waste water recycle system, rain water drainage system including laying of pipe lines and construction of related structures.
- xiii. Preparation & submission of Preliminary & Detailed design & drawings for Landscaping & Horticulture work, Main Entrance Gates, development plans showing Internal Roads, Pathways, Parking lots, Paved areas, Court Yards Landscaping, Drains, Culverts, Compound walls, External lighting arrangements, Under Ground Tanks, Internal & external Signage's, etcetera complete.
- xiv. Preparation of landscaping plan including planters and other details etcetera for the horticulture works and execution of same including providing unfiltered/recycled water supply lines, construction of pump houses and installation of pumps therein etcetera complete will be responsibility of Contractor. Development of parks, if required, construction of its boundary wall, providing MS railings (including painting), wicket gates, water hydrants, the grassing, creepers and planting trees & relocation of existing trees within campus etcetera shall be completed as per the specification and drawing approved by the Engineer-in-charge.
- xv. Planning of designing of, MS gates, Wicket gates, Security Cabins, dustbins, sign boards, guide maps, location boards, direction boards, etcetera all complete as per the drawing approved and direction of Engineer-in-charge.
- xvi. Setting up a Testing Laboratory at site equipped with the necessary apparatus needed for day-to-day testing of construction materials during construction period as directed by the Engineer-in-charge.
- xvii. Obtaining approval of Engineer-in-charge for all the Detailed/Preliminary Architectural, Structural & Services drawings & designs.
- xviii. Prepare and submit three-dimensional model(s) (of 12' x 15' scale as and when required by the Engineer-in-charge at no extra cost.

### **3.5 Statutory Approvals:**

The Contractor shall obtain all required statutory approvals including pre- construction from Municipal and other local bodies, Water supply agencies concerned, Electric Supply and Inspectorate Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation Department, in accordance to prevailing rules, Building Bye-Laws, tree replantation etcetera, as the case may be with related to/ required for Construction/ Completion. If required then the contractor shall also assist and liaison for obtaining EIA approval. These approvals shall include: -

- i. Obtaining approval of all the competent authorities and other statutory bodies like Ministry of Environment and forests, State Pollution Control Board, Air Force, civil aviation, railways and local development bodies etcetera as applicable necessary according to the local Acts, Laws, Regulations, etcetera and make any changes desired by such authorities at no extra cost.
- ii. Obtaining NOCs (No Objection Certificates) from Fire Department, Lift Inspector, Storm water drainage & sewerage department, Municipal Corporation / Local Bodies, Civil Aviation, Railways, EIA on completion and / or occupancy certificates etcetera
- iii. Obtaining approval of electrical drawings from Central/State Electrical Inspectorate, as applicable.

- iv. Any other approval required from the appropriate Statutory Authorities/Local Bodies.
- v. Compliance as per latest GRIHA norms and obtaining approval and certification for Green Building Rating for the building from GRIHA Council etcetera

The executing agency may, at the written request of the Contractor, assist him in obtaining the approvals from relevant authorities. However, any such request by the Contractor shall not bind the executing agency in any manner. The original documents of approval shall be submitted to the executing agency.

### **3.6 Green Building Rating approvals as per GRIHA**

The scope of work shall also include the cost of all such activities. BCA, BIHAR aims at getting GRIHA rating of 3 Star for the buildings in the Complex.

The contractor shall register and obtain the required GRIHA certification from the designated authority and shall be required to provide all relevant documents, other inputs and take the appropriate measures etc. during execution of work and thereafter obtain required GRIHA 3 Star rating, to enable executing agency in achieving this objective.

### **3.7 Special care for existing services:**

It may be noted that there may be some services crossing the construction area of the proposed new block. The scope of work includes dismantling of services falling in the construction area and supporting/shifting & making functional existing services/sewerage and water supply lines etcetera. The contractor shall properly take care & safeguard all the existing services in the area affected by the construction of the complex.in the area affected by the **Construction of Redevelopment of Moin-UI-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis**

## **SECTION IV**

### **Evaluation Process**

#### **4. Evaluation Process:**

The Bids will be evaluated in the following stages:

- i. Stage 1-Preliminary & Technical Evaluation
- ii. Stage2- FinancialEvaluation

tenderwill be evaluated at each and every stage of evaluation process. The Bids will be evaluated in the following stages:

- **Stage 1: Preliminary & Technical Evaluation**

#### **4.1.1. Preliminary Evaluation**

In Preliminary Stage, tender Fee/Processing Fee & EMD will be opened online first and Envelope No. 1 containing proof of submission of tender Fee / Processing Fee and EMD. Online Bids of only those Bidders will be opened who have submitted Bids online on email [bca@biharcricкетassociation.com](mailto:bca@biharcricкетassociation.com). Tender Fee / Processing Fee and EMD will be checked for veracity of Amount and Form as required by tender terms and conditions. If Tender Fee / Processing Fee and/ or EMD submitted by any Bidder is not as per tender terms and conditions, his Bid will be rejected and will not be considered for further stages of evaluation.

#### **4.1.2. Technical Evaluation**

##### **a. Technical Bid**

Envelope No. 2 containing hardcopies of technical documents in original as mentioned earlier in section – II will be opened of only those Bidders who have qualified in the Preliminary Stage.

##### **b. Technical Bid – Eligibility Criteria**

Bidders qualifying in Stage 1(4.1.1 & 4.1.2 a.) will be considered for further evaluation and the Technical Bids shall be evaluated as per eligibility criteria detailed in Clause 1.4 and Bidder's eligibility for the work shall be determined. If Bidder is not meeting with the minimum eligibility criteria as detailed in Clause 1.4, his Bid will be rejected and will not be considered for further stages of evaluation.

##### **c. Technical Evaluation - Performance of the Contractor**

The Bidders qualifying the eligibility criteria (**Clause 2.1**) will be evaluated by evaluation methodology set out below. Only in case of those Bids achieving the minimum qualifying marks, the Financial Bids will be opened.

##### **d. Bidding capacity:** Bidders who inter alia meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.4). The available BID capacity will be calculated as per following,

$$\text{Bidding Capacity} = (A * N * M - B + C)$$

Where,

A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note- 3 below) taking into account the completed as well as works in progress. The projects include turnkey project/Item rate contract/ Construction works.

N=Number of years prescribed for completion of work for which Bid is invited.

M = Multiplying factor 2.5

B= Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which Appointed Date/Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.

C= The amount of bonus received, if any, in Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below)

Note:

- 1 The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed

should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects or Concessionaire/ Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.

2. The amount of bonus received, if any, in Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects.
3. The factor for the year for updation to the price level is indicated as under:

Year	Year 1	Year 2	Year 3	Year 4	Year 5
Updation factor	1.00	1.05	1.10	1.15	1.20

The Bidder shall submit the calculation sheet of tendering capacity as per above formula.

Financial strength (Form 'T-1' & 'T-1 B') Maximum 20 marks

Experience in similar nature of work during last seven years

(Form 'T-2/1, T-2/2' & T-2/3') Maximum 20 marks

Performance on works (Form 'T-3')- Time overrun Maximum 20 marks

Performance on works (Form 'T-3')- Quality Maximum 40 marks

**Total 100 marks**

To become eligible for short listing, the Bidder must secure at least 50% or 60% marks (50% for the projects costing less than 100 cr & 60% for the projects costing more than 100 cr) in each attribute {(a), (b), (c) & (d)} and 75% marks in overall aggregate.

Bihar Cricket Association will carry out technical assessment of submitted technical proposals to determine that the Tenderer has a full comprehension of the work of the contract. In case the Tenderer's technical submittal is found non-complaint with the requirements of the project the same is liable to be rejected. This process is to assure that only technically acceptable proposals are considered for the work.

Bihar Cricket Association, however, reserve the rights to restrict the list of such qualified Bidders to any number deemed suitable by it.

- i. The financial Bid of only those Bidders who are technically qualified shall be opened.
- ii. The financial Bids of Bidders whose technical Bids are found unacceptable shall be not be opened.
- iii. Bihar Cricket Association shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

## ● **Stage 2: Financial Bid Evaluation**

The evaluation of financial proposals by Bihar Cricket Association will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by Bihar Cricket Association
- b. Such other factors of administrative nature as Bihar Cricket Association may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or rates that are unbalanced or unrealistically priced.

The financial proposal shall be processed as under:

- i. Evaluation Committee shall open the Financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the Financial Bids, the Evaluation Committee shall read out the Financial Bid to all the Bidders and record the same.

- iii. If a Bidder quotes nil rates against each item in the tender shall be treated as invalid and will not be considered as lowest tenderer.
- iv. All the Financial Bids shall then be ranked according to the Financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- v. If two more Bidders quote same lowest price, such lowest Bidders can be asked to submit sealed revised offer and the revised offer should not be higher than their original quoted price. The lowest offer can be decided on the basis of revised offer. If the revised offer is again found to be equal, then the lowest Bid of these Bidders shall be decided by draw in presence of authorized representative of Bidders.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.

- **Letter of Award:**

The Successful Bidder would be notified in writing by executing agency by issuing the Letter of Award (LOA) in favour of the Lowest (L1) Bidder. Bihar Cricket Association will declare the Bidder ranked L1 as Successful Bidder considering the Bid as mentioned in the NIT.

**FORM OF BID**

From (Bidder)

To  
The Office of Chief Executive Officer,  
Bihar Cricket Association

,

**Name of Work: “Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis**

**Sir,**

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Specific Conditions of Contract, Notice Inviting Bids, Instructions to Bidders etcetera and addenda for the above project, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold Bihar Cricket Association / executing agency responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. We submit the requisite certified solvency certificate and authorize Chief Executive Officer, BCA, BIHAR to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Chief Executive Officer, BCA, BIHAR to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation
6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
7. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
8. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
9. Our Bid is valid for your acceptance for a period of NINETY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
10. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
11. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of Bihar Cricket Association, BIHAR, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
12. We understand that you are not bound to accept the lowest or any Bid you may receive.
13. If our Bid is accepted, we understand that we are to be held solely responsible for the due

performance of the Contract.

14. We submit the certificates in support of our suitability, technical knowledge and capability for having successfully completed the works.
15. (To be incorporated in Form of Bid by Joint Venture members)
  - a. I/We believe that we/our {Joint Venture} satisfy(s) the Technical Capacity, Financial Capacity and meet(s) the requirements as specified in the Bid document.
  - b. I/ We declare that we/ any member of the {Joint Venture} or our/{Joint Venture member}, are not a member of any other Joint Venture submitting a Bid for the Project.
  - c. I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the {Joint Venture} or any of our/their {Joint Venture} member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  - d. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any member of the {Joint Venture} or any of our/their {Joint Venture} member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  - e. I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of {Joint Venture} or against our CEO or any of our directors/managers/ employees.
  - f. I/We, the {Joint Venture} agree and undertake to be jointly and severally liable for. all the obligations of the EPC Contractor under the Contract Agreement}.
  - g. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 3/9/2016-DoD-II-B dated 28.09.2017 (Annexure V), a copy of which forms part of the Bid document
16. We enclose;
  - a. All documents as per the checklist
  - b. Bank guarantee for Rs \_\_\_\_\_(Rupees \_\_\_\_\_only) issued by \_\_\_\_\_(name of the bank) valid until \_\_\_\_\_towards EMD.

- Note:
- i. The Appendix forms part of the Bid
  - ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of .....2025

Signature .....

Name..... in the capacity of .....

duly authorized to sign Bids for and on behalf of.....

Address .....

Witness – Signature .....

Name .....

Address .....

\*\*\*\*\*

#### Certificate

**It is certified that the information given by us towards meeting the requirement of the eligibility to Bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.**

**Date Seal of Bidder &  
Signature(s) of Bidder(s)**

\*\*\*\*\*

**APPENDIX TO THE FORM OF BID**

i.	(a) Amount of Performance Guarantee to be deposited by financially successful Bidder	5 percent of the total contract price to be deposited and balance 2.5% to be retained from the running bills. Also, the additional Performance Guarantee for the unbalanced Bid, if any.
	(b) Amount of Security Deposit	As per Clause 1 A of GCC
ii	Date for commencement of work	As per Schedule “F”
iii	Time for completion	24 months Plus One years Defect Liability Period to make good all the defects.
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC even as modified in Schedule F.
v.	Defects Liability Period from the date of issue of “Taking Over Certificate”	The defect liability period for the blocks/buildings and services completed in a phased manner, shall commence from such completion and shall be upto 36 months after the overall completion of project.
vi.	(a) Period of validity of Performance Guarantee	As per of GCC Clause 1.
	(b) Period of validity of Security Deposit	As per of GCC Clause 1A.

Signature  
(Authorized Signatory)

Date.....

Name .....

Place.....

Address .....

**FINANCIAL INFORMATION**

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet, statement of Profit & Loss account along with notes to accounts for the last five years duly certified by the Chartered Accountant mentioning the firm registration number issued by ICAI along with the full address.

- i) **Gross Annual Turnover on construction works** for last three consecutive financial years ending **31.03.2024**

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2022-23	Rs.
2023-24	Rs.
2024-25	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) **Balance Sheet & Statement of Profit & Loss** for last five consecutive financial years ending **31.03.2025**

Financial Information in Rs. Equivalent		2020-21	2021-22	2022-23	2023-24	2024-25
1. Total Assets						
2. Current Assets						
3. Total Liabilities						
4. Current Liabilities						
5. Profit before Tax						
6. Profit after Tax						
7. Net Worth						
8. Bank solvency amount as mentioned in the bank solvency certificate (form "T- 1B")						

Note:

- In case of Bidders with Foreign Origin (Outside India), the financial years shall be as applicable for the respective countries i.e., 2021, 2022, 2023, 2024 and 2025 .
- Net Worth shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Signature of Chartered  
Accountant with Seal  
FRN Number

Signature of Bidder.

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK  
(SOLVENCY CERTIFICATE)**

This is to certify that to the best of our knowledge and information that M/s./Shri  
..... having marginally noted address, a customer of our bank are/is  
respectable and can be treated as good for any engagement upto a limit of Rs. ....  
(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the  
officers.

(Signature)

For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank, self-attested and should  
have been issued within Six months from original last date of submission of the Bid.  
(2) In case of partnership firm, certificate should include names of all partners as  
recorded with the bank.

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID**

Name of the Bidder.....

S. No.	Details	
1.	Name of work / project and location	
2.	Owner/Client or sponsoring organization	
3.	Type of work (with respect to the eligibility criteria of this Bid)	
4.	Work Components [Please tick (√) in relevant box]	
a	RCC Framed Structure/Composite Structure	
b	Finishing Works	
c	Water Supply and sanitary installation works	
d	External development and Drainage	
e	Electrical installations	
f	Firefighting Works	
g	LV Works	
h	Lifts	
i	HVAC Works	
5.	No. of basements	
6.	No. of storeys	
7.	Height of building	
8	Total Built up area	
9	Cost of work on completion in Rs. Crores	
10	Date of commencement as per contract	
11.	Stipulated date of completion	
12.	Actual date of completion	
13.	Date and No. of completion certificate	
14.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
15.	*Litigation/ arbitration cases pending / in progress with details	
16.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
17.	Whether the work was done on back-to-back basis	

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my / our knowledge and belief.

SIGNATURE OF BIDDER(S)  
WITH STAMP

\*indicate gross amount claimed and amount awarded by the Arbitrator.

Note:-Copy of work Orders and Completion Certificates of the above works should also be submitted.

**DETAILS OF ELIGIBLE WORKS COMPLETED ON EPC (TURNKEY) BASIS IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID**

Name of the Bidder.....

S. No.	Details	
1.	Name of work / project and location <sup>\$</sup>	
2.	Owner/ Client or sponsoring organization	
3.	Type of work {with respect to the eligibility criteria of this Bid for EPC (Turnkey) basis}	
4.	Work Components [Please tick (√) in relevant box]	
a	RCC Framed Structure/Composite Structure	
b	Finishing Works	
c	Water Supply and sanitary installation works	
d	External development and Drainage	
e	Electrical installations	
f	Firefighting Works	
g	LV Works	
h	Lifts	
i	HVAC Works	
5.	No. of basements	
6.	No. of storeys	
7.	Height of building	
8.	Total Built up area	
9.	Cost of work on completion in Rs. Crores	
10.	Date of commencement as per contract	
11.	Stipulated date of completion	
12.	Actual date of completion	
13.	Date and No. of completion certificate	
14.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
15.	*Litigation/ arbitration cases pending / in progress with details	
16.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
17.	Whether the work was done on back-to-back basis	

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my / our knowledge and belief.

SIGNATURE OF BIDDER(S)  
WITH STAMP

\*Indicate gross amount claimed and amount awarded by the Arbitrator.

<sup>\$</sup> Note: -Copy of work Orders and Completion Certificates of the above works should also be submitted.

**FORM T-3****PERFORMANCE REPORT OF WORKS ISSUED BY EMPLOYER REFERRED TO IN FORM-T-2/1&2**

1.	Name of work / Project & Location		
2.	Agreement No.		
3.	Name of Contractor		
4.	Estimated Cost (excluding of GST)		
5.	Tendered Cost (excluding of GST)		
6.	Date of Start		
7.	Date of completion		
	i)	Stipulated Date of Completion (as mentioned in work order)	
	ii)	Actual Date of Completion	
8.	i)	Whether case of levy of compensation for delay has been decided or not	Yes/ No.
	ii)	If decided, amount of compensation levied for delayed completion, if any.	
9.	Work Components [Please tick (✓) in relevant box]		
	a)	RCC Framed Structure/Composite Structure	
	b)	Finishing Works	
	c)	Water Supply and sanitary installation works	
	d)	External development and Drainage	
	e)	Electrical installations	
	f)	Firefighting Works	
	g)	LV Works	
	h)	Lifts	
	i)	HVAC Works	
10.	No. of basements		
11.	No. of storeys		
12.	Height of building		
13.	Total Built up area		
14.	Performance Report*		
	1)	Quality of Work	Outstanding /Very Good/Good/Satisfactory/Poor
	2)	Financial Soundness	Outstanding /Very Good/Good/Satisfactory/Poor
	3)	Technical Proficiency	Outstanding /Very Good/Good/Satisfactory/Poor
	4)	Resourcefulness	Outstanding /Very Good/Good/Satisfactory/Poor
	5)	General Behaviour	Outstanding /Very Good/Good/Satisfactory/Poor

\* The Tender Inviting Authority shall have the power to get checked the veracity of the report regarding quality as submitted in T3 & the report submitted by the authorized representative of Tender Evaluation Committee shall be final as regards to the quality of works.

Dated : \_\_\_\_\_

**Chief Executive Officer**

**FORM T-4****STRUCTURE & ORGANIZATION**

1.	Name & Address of the Bidder	
2.	Telephone No. /Email id /Telex No./Fax No. (Information sent on this e mail shall be considered as postage sent by registered post)	
3.	Legal status of the Bidder (Attach copies of original document defining the legal status).	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
4.	Particulars of registration with various Government bodies (attach attested photo-copy).	
	ORGANIZATION/PLACE OF REGISTRATION	REGISTRATION No.
	1.	
	2.	
	3.	
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
8.	Has the Bidder or any constituent partner in case of partnership firm/ limited company ever been convicted by the court of law? If so, give details.	
9.	In which field of Civil Engineering Construction, the Bidder has specialization and interest?	
10.	Any other information considered necessary but not included above.	

**Signature of Bidder(s) with stamp**

**Form –“T-5”****TDS DETAILS FOR PRIVATE SECTOR PROJECTS FOR THE WORKS EXECUTED IN INDIA**

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
1.	Name of work	
2.	Name of Clients	
3.	Project cost in crores (excluding of GST)	
4.	No. and date of completion certificate	
5.	Cost of the work on completion in crores (excluding of GST)	
6.	Payments received as per TDS in Crores (excluding of GST)	
7.	TDS Corresponding to the payments	
8.	Year wise TDS as per form-26AS/Form 16A relating to the work.	

Note: Value of work done will be considered commensurate with value of TDS certificates.

In case of multiple contracts undertaken from a client, reconciliation for the TDS pertaining to the work mentioned above need to be segregated and reconciled with Form- 26AS.

This form need to be supported with form-26AS taken in HTML format or Form -16A.

Signature of Chartered  
Accountant with Seal  
FRN No.

Signature of Bidder.

**GST Registration Details**

<b>Sr. NO.</b>	<b>Description</b>	<b>Details</b>
1.	Entity Name	
2.	Address (As per registration with GST)	
3.	City	
4.	Postal code	
5.	Region/State (complete state name)	
6.	Permanent account number(PAN No)	
7.	GSTN/ARN/UID/Provisional with ID No.(Copy of acknowledgement required)	
8.	Type of business (As per registration with GST)	
9.	Service accounting code/HS N Code	
10.	Contact Person	
11.	Phone Number and Mobile Number	
12.	Email -ID	
13.	Compliance Rating (If updated by GSTN)	

**Signature of Bidder(s) with stamp**

**CRITERIA FOR EVALUATION OF THE PERFORMANCE OF BIDDERS/ CONTRACTORS FOR ELIGIBILITY**

	<b>Bidders qualifying the initial criteria as set out in para 2.2 will be evaluated for following criteria by scoring method on the basis of details furnished by them.</b>	
A	Financial strength (Form 'T-1' & 'T-1B')–	Maximum 20 marks
B	Experience in similar nature of work during last seven years (Form 'T- 2/1,2,3')	Maximum 20 marks
C	Performance on works (Form 'T-3') – Time over run	Maximum 20 marks
D(1)	Performance on works (Form 'T-3') – Quality	Maximum 20 marks
D(2)	Presentation by bidder	Maximum 20 marks
	<b>Total -</b>	100 marks
<b>To become eligible for short listing, the Bidder must secure at least 50% or 60% marks (50% marks for projects costing less than 100 cr &amp; 60 % marks for projects costing more than 100 cr) in each attribute and minimum 75% marks in aggregate.</b>		
	<b>ATTRIBUTES</b>	<b>EVALUATION</b>
(a)	<b>Financial Strength (20 Marks)</b>	
	Average Annual Turnover (16 Marks)	(i) 50% or 60% (as the case may be) marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro rata basis
	Solvency Certificate (4 Marks)	(i) 50% or 60% (as the case may be) marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro rata basis

(b)	<b>Experience of similar class of works (20 marks)</b>	(i) 50% or 60% (as the case may be) marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro rata basis
-----	--	--

(c)	Performance on works (Time over run) (20 Marks)						
	Parameter	Calculation for Point	Score				Maximum Points
	If TOR= AT/ ST		1.0	2.0	3.0	>3.50	20
	(i) Without Levy of compensation		20	15	10	10	
	(ii) With Levy of compensation		20	5	0	-5	
	(iii) Levy of compensation not decided		20	10	0	0	
	TOR = AT/ ST, where AT = Actual Time; ST = Stipulated Time sanctioned extension of time, if any.						
	Note: - Marks for value in between the stages indicated above is to be determined by straight line variation method.						

projects  
more than  
crores.

(d) (i)	<b>Performance of Works (Quality) (20 Marks)**</b>	<b>Performance</b>	Marks
		Outstanding	20
		Very Good	17.5
		Good	15
		Satisfactory	12.5
		Poor	0
(d)(ii)	<b>Presentation by bidder (20 Marks)**</b>	10 Marks	i. Work completed by the bidder in multi discipline areas & particular experience.
		05 Marks	ii. Innovative technology & methodology proposed by the bidder for the said project.
		05 Marks	iii. Work program proposed by bidder (resource based) along with proposed key personnel (as per clause 32 of GCC) for the said project.

\*\* For  
costing  
Rs. 400

# Marking Scheme for evaluation of bids of EPC contractors for Building Projects costing 50 crores to 100 crores

**Name of Firm:** M/s .....

**Name of the Proposed Work:** Construction of..... in Bihar, India on EPC Mode.

Cost of the Proposed Project without GST (x) = ..... Crores

80% of the Proposed Project Cost without GST (a)= ..... crores

50% of the Proposed Project Cost without GST (b)= .....crores

40% of the Proposed Project Cost without GST (c)= ..... crores

## A. **Marks for Financial Strength (Max. Marks: 20):**

- **Average Annual Turnover on construction works (Max. 16 Marks) (past 03 financial years) (y) : ..... Crores**

Whether Average annual turnover is more than 50% of the project cost?

a. If No, the bidder is **Non-responsive**.

b. If Yes:

Case (i): If Average Annual Turnover for last 03 years= 50% of the Project Cost

Marks for average annual turnover  $M_T = 16 * 50\% = 8$  Marks

Case (ii): If 50% of the Project Cost < Average Annual Turnover for last 03 years < Project Cost

Marks for average annual turnover  $M_T = (8) + \frac{(y-b)*(16-8)}{b}$

Case (iii): If Average Annual Turnover for last 03 years  $\geq$  Project Cost

Marks for average annual turnover  $M_T = 16$  Marks

- **Solvency of the firm (as mentioned on solvency certificate not older than 06 months) (Max. 4 marks) (z)=.....crores**

Whether solvency is more than 40% of the project cost?

a. If No, the bidder is **Non-responsive**.

b. If Yes:

Case (i): If Solvency (z) = 40% of the Project Cost (c)

Marks for Solvency  $M_S = 50\%$  of 4 Marks= 2 Marks

Case (ii): If 40% of the Project Cost (c) < Solvency (z) < 80% of the Project Cost (a)

Marks for Solvency  $M_S = 2 + \frac{(z-c)*(4-2)}{(a-c)}$

Case (iii): If Solvency (z)  $\geq$  80% of the Project Cost (a)

Marks for Solvency  $M_S = 4$  Marks

**Total Marks for Financial Strength  $M_1 = M_T + M_S$**

If  $M_1$  is less than 10 marks (50% of 20 Marks), bidder is **non-responsive**.

## ➤ **Project Experiences (only building projects to be considered):**

**For each completed and handed over projects the following calculations should be done:**

Cost of the Project (without GST)= ..... crore

Date of Commencement: dd/mm/yyyy

Stipulated Date of Completion: dd/mm/yyyy

Date of Completion of Project: dd/mm/yyyy

Bid due date: dd/mm/yyyy

Number of years after completion (n) = (Bid Due Date- Date of Completion of Project)/365

Escalated Cost  $C_E = \text{Cost of the Project without GST} * (1+n*0.07)$

**Note: If escalated cost ( $C_E$ ) is more than 40% of the Cost of Proposed Work, only in that case Work Experience is to be considered for further evaluation.**

## **B. Marks for Experience in Similar Class of Works (Max. marks 20):**

- For each experience of completed work in 40% category (40% of cost of proposed work  $\leq C_E < 50\%$  of cost of proposed work)  $\{(10/3)=3.33\}$  marks are to be awarded for each experience in 40% category.
- For each experience of completed work in 50% category (50% of cost of proposed work  $\leq C_E < 80\%$  of cost of proposed work) 5 marks are to be awarded for each experience in 50% category.
- For each experience of completed work in 80% category (80% of cost of proposed work  $\leq C_E$ ) 10 marks are to be awarded for each experience in 80% category.

**Note: The works which are completed to the extent of 80% physical progress shall be considered as substantially completed shall be awarded 75% marks in the respective category, provided the proper certificate duly issued by the competent authority of the employer is put up along with the bid documents. The certificate for Substantial completion of project/work shall contain two parts, i.e.: Part I shall contain 'Financial value of work done' & Part II shall contain 'Certificate of functional completion of Project/work'.**

**Total Marks for Experience in Similar Nature of Work,  $M_2$  = (Sum of the marks obtained for each experience from above marking scheme.)**

If  $M_2$  is less than 10 marks (50% of 20 Marks), bidder is **non-responsive**.

## **C. Calculation of Marks for Performance on Works (Time Over Run) (Max. marks 20)**

(These calculations are to be done only for those projects which are to be considered for evaluation)

### **➤ Marks for performance on Works (Time Over Run) for substantially completed works:**

Stipulated Time of Completion (ST) = (Stipulated date of Completion – Date of Commencement of Work)

Stipulated date of completion = date of completion + Extension of Time granted (if any)

Note: Extension of time granted (if any) should be clearly mentioned in the certificate issued by employer.

Actual Time of Completion (AT) = (Actual date of Completion – Date of Commencement of Work)

**TOR = AT/ST**

### **Case (i) If the project was handed over without levy of compensation for delay:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR > 3.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR-1)*(20-10)}{(3-1)}$
- If  $TOR \geq 3.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 10.00$

### **Case (ii) If the project was handed over with levy of compensation for delay:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR \geq 2.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR-1)*(20-5)}{(2-1)}$
- If  $2 > TOR \geq 3.50$ , Marks for performance on works  $M_{TOR} = 5 - \frac{(TOR-2)*(5+5)}{(3.5-2)}$
- If  $TOR > 3.50$ , Marks for performance on works (Time over run)  $M_{TOR} = -5.00$

### **Case (iii) If the levy of compensation is not yet decided (work completed, EOT and Levy of Compensation under active consideration of employer or if final Bill yet to be finalized by the department):**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR > 3.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If  $TOR \geq 3.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 0.00$

### **➤ Marks for performance on Works (Time Over Run) for substantially completed works (for the cases where there is no critical/noteworthy hindrance in completion of balance work.):**

Stipulated Time of Completion (ST) = Duration of Project Completion \* Physical Progress Percentage / 100

Actual Time of Completion (AT) = (Date of issuance of substantial completion certificate – Date of Commencement of Work)

**TOR = AT/ST**

**Case (i) Without levy of compensation for delay:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR > 3.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR-1)*(20-1)}{(3-1)}$
- If  $TOR \geq 3.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 10.00$

**Case (ii) With levy of compensation for delay:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR \geq 2.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR-1)*(20-1)}{(2-1)}$
- If  $2 > TOR = 3.50$ , Marks for performance on works  $M_{TOR} = 5 - \frac{(TOR-2)*(5+5)}{(3.5-2)}$
- If  $TOR > 3.50$ , Marks for performance on works (Time over run)  $M_{TOR} = -5.00$

**Case (iii) Levy of compensation is not yet decided:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR > 3.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If  $TOR \geq 3.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 0.00$

**Marks for Performance on Works (Time Over Run)  $M_3$  = (Average of the marks for Performance On Works (Time Over Run) calculated for each project to be considered for evaluation.)**

If  $M_3$  is less than 10 marks (50% of 20 Marks), bidder is **non-responsive**.

**D. Calculation of Marks for Performance on Works (Quality) (Max. marks 40)**

- Marks for Performance on Works (Quality)  $M_Q$  = **40.00 Marks** for “Outstanding”  
**35.00 Marks** for “Very Good”  
**30.00 Marks** for “Good”  
**25.00 Marks** for “Satisfactory”  
**00.00 Marks** for “Poor”

**Marks for Performance on Works (Quality)  $M_4$  = (Average of the marks for Performance On Works (Quality) calculated for each project to be considered for evaluation.)**

If  $M_4$  is less than 20 marks (50% of 40 Marks), bidder is **non-responsive**.

**➤ Total Marks Obtained by the bidder (M) = ( $M_1 + M_2 + M_3 + M_4$ )**

If M is equal to or greater than 75 Marks and scores at-least 50% marks in each attribute i.e. Financial Strength, Experience in Similar Nature of Work, Performance on Works (Time over Run) and Performance on Works (Quality) only in that case the bidder is declared Responsive with respect to the marks obtained.

## Marking Scheme for evaluation of bids of EPC contractors for Building Projects costing 100 crores and above

**Name of Firm:** M/s .....

**Name of the Proposed Work:** Construction of..... in Bihar, India on EPC Mode.

Cost of the Proposed Project without GST (x) = ..... Crores

80% of the Proposed Project Cost without GST (a)= ..... crores

50% of the Proposed Project Cost without GST (b)= .....crores

40% of the Proposed Project Cost without GST (c)= ..... crores

### A. **Marks for Financial Strength (Max Marks: 20):**

- **Average Annual Turnover on construction works (Max. 16 Marks) (past 03 financial years) (y) : ..... Crores**  
Whether Average annual turnover is more than 50% of the project cost?

b. If No, the bidder is **Non-responsive**.

c. If Yes:

Case (i): If Average Annual Turnover for last 03 years= 50% of the Project Cost

Marks for average annual turnover  $M_T = 16 * 60\% = 9.6$  Marks

Case (ii): If 50% of the Project Cost < Average Annual Turnover for last 03 years < Project Cost

Marks for average annual turnover  $M_T = 9.6 + \frac{(y-b)*(16-9.6)}{b}$

Case (iii): If Average Annual Turnover for last 03 years  $\geq$  Project Cost

Marks for average annual turnover  $M_T = 16$  Marks

- **Solvency of the firm (as mentioned on solvency certificate not older than 06 months) (Max. 4 marks) (z)=.....crores**  
Whether solvency is more than 40% of the project cost?

a. If No, the bidder is **Non-responsive**.

b. If Yes:

Case (i): If Solvency (z) = 40% of the Project Cost (c)

Marks for Solvency  $M_S = 60\%$  of 4 Marks= 2.4 Marks

Case (ii): If 40% of the Project Cost (c) < Solvency (z) < 80% of the Project Cost (a)

Marks for Solvency  $M_S = 2.4 + \frac{(z-c)*(4-2.4)}{(a-c)}$

Case (iii): If Solvency (z)  $\geq$  80% of the Project Cost (a)

Marks for Solvency  $M_S = 4$  Marks

**Total Marks for Financial Strength  $M_1 = M_T + M_S$**

If  $M_1$  is less than 12 marks (60% of 20 Marks), bidder is **non-responsive**.

### ➤ **Project Experiences (only building projects to be considered):**

**For each completed and handed over projects the following calculations should be done:**

Cost of the Project (without GST)= ..... crore

Date of Commencement: dd/mm/yyyy

Stipulated Date of Completion: dd/mm/yyyy

Date of Completion of Project: dd/mm/yyyy

Bid due date: dd/mm/yyyy

Number of years after completion (n) = (Bid Due Date- Date of Completion of Project)/365

Escalated Cost  $C_E = \text{Cost of the Project without GST} * (1+n*0.07)$

**Note: If escalated cost ( $C_E$ ) is more than 40% of the Cost of Proposed Work, only in that case Work Experience is to be considered for further evaluation.**

### **B. Marks for Experience in Similar Class of Works (Max. marks 20):**

- For each experience of completed work in 40% category (40% of cost of proposed work  $\leq C_E < 50\%$  of cost of proposed work) 4 marks are to be awarded for each experience upto three such projects (12 marks for 03 projects) and afterwards 2.66 marks for each experience in 40% category.
- For each experience of completed work in 50% category (50% of cost of proposed work  $\leq C_E < 80\%$  of cost of proposed work) 6 marks are to be awarded for each experience upto two such projects (12 marks for 02 projects) and afterwards 4.00 marks for each experience in 50% category.
- For each experience of completed work in 80% category (80% of cost of proposed work  $\leq C_E$ ) 12 marks are to be awarded for first experience and afterwards 8 marks for each experience in 80% category.

**Note: The works which are completed to the extent of 80% physical progress shall be considered as substantially completed shall be awarded 75% marks in the respective category, provided the proper certificate duly issued by the competent authority of the employer is put up along with the bid documents. The certificate for Substantial completion of project/work shall contain two parts, i.e.: Part I shall contain 'Financial value of work done' & Part II shall contain 'Certificate of functional completion of Project/work.'**

**Total Marks for Experience in Similar Nature of Work,  $M_2$  = (Sum of the marks obtained for each experience from above marking scheme.)**

If  $M_2$  is less than 12 marks (60% of 20 Marks), bidder is **non-responsive**.

### **C. Calculation of Marks for Performance on Works (Time Over Run) (Max. marks 20)**

(These calculations are to be done only for those projects which are to be considered for evaluation)

#### **➤ Marks for performance on Works (Time Over Run) for substantially completed works:**

Stipulated Time of Completion (ST) = (Stipulated date of Completion – Date of Commencement of Work)

Stipulated date of completion = date of completion + Extension of Time granted (if any)

Note: Extension of time granted (if any) should be clearly mentioned in the certificate issued by employer.

Actual Time of Completion (AT) = (Actual date of Completion – Date of Commencement of Work)

**TOR = AT/ST**

#### **Case (i) If the project was handed over without levy of compensation for delay:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR > 3.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR - 1) * (20 - 10)}{(3 - 1)}$
- If  $TOR \geq 3.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 10.00$

#### **Case (ii) If the project was handed over with levy of compensation for delay:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR \geq 2.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR - 1) * (20 - 5)}{(2 - 1)}$
- If  $2 > TOR = 3.50$ , Marks for performance on works  $M_{TOR} = 5 - \frac{(TOR - 2) * (5 + 5)}{(3.5 - 2)}$
- If  $TOR > 3.50$ , Marks for performance on works (Time over run)  $M_{TOR} = -5.00$

#### **Case (iii) If the levy of compensation is not yet decided (work completed, EOT and Levy of Compensation under active consideration of employer or if final Bill yet to be finalized by the department):**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR > 3.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR - 1) * (20 - 0)}{(3 - 1)}$
- If  $TOR \geq 3.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 0.00$

#### **➤ Marks for performance on Works (Time Over Run) for substantially completed works (for the cases where there is no critical/noteworthy hindrance in completion of balance work.):**

Stipulated Time of Completion (ST) = Duration of Project Completion \* Physical Progress Percentage / 100

Actual Time of Completion (AT)= (Date of issuance of substantial completion certificate – Date of Commencement of Work)

$$TOR = AT/ST$$

**Case (i) Without levy of compensation for delay:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR > 3.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR-1)*(20-10)}{(3-1)}$
- If  $TOR \geq 3.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 10.00$

**Case (ii) With levy of compensation for delay:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR \geq 2.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR-1)*(20-5)}{(2-1)}$
- If  $2 > TOR \geq 3.50$ , Marks for performance on works  $M_{TOR} = 5 - \frac{(TOR-2)*(5+5)}{(3.5-2)}$
- If  $TOR > 3.50$ , Marks for performance on works (Time over run)  $M_{TOR} = -5.00$

**Case (iii) Levy of compensation is not yet decided:**

- If  $TOR \leq 1.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 20.00$
- If  $1 > TOR > 3.00$ , Marks for performance on works  $M_{TOR} = 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If  $TOR \geq 3.00$ , Marks for performance on works (Time over run)  $M_{TOR} = 0.00$

**Marks for Performance on Works (Time Over Run)  $M_3$  = (Average of the marks for Performance On Works (Time Over Run) calculated for each project to be considered for evaluation.)**

If  $M_3$  is less than 12 marks (60% of 20 Marks), bidder is **non-responsive**.

**D. Calculation of Marks for Performance on Works (Quality) (Max. marks 40)**

- Marks for Performance on Works (Quality)  $M_Q = 40.00$  Marks for “Outstanding”  
35.00 Marks for “Very Good”  
30.00 Marks for “Good”  
25.00 Marks for “Satisfactory”  
00.00 Marks for “Poor”

**Marks for Performance on Works (Quality)  $M_4$  = (Average of the marks for Performance On Works (Quality) calculated for each project to be considered for evaluation.)**

If  $M_4$  is less than 24 marks (60% of 40 Marks), bidder is **non-responsive**.

**➤ Total Marks Obtained by the bidder (M) = ( $M_1 + M_2 + M_3 + M_4$ )**

If M is equal to or greater than 75 Marks and scores at-least 60% marks in each attribute i.e. Financial Strength, Experience in Similar Nature of Work, Performance on Works (Time over Run) and Performance on Works (Quality) only in that case the bidder is declared Responsive with respect to the marks obtained.

**FORM OF EARNEST MONEY DEPOSIT (BANK GUARANTEE BOND/eBG)**

WHEREAS, Bidder.....(Name of Bidder) (herein after called "the Bidder") has submitted his Bid dated .....(date) ..... **at district ....., Bihar, India" on EPC Mode** (Name of work) (herein after called "the Bidder")

KNOW ALL PEOPLE by these presents that we .....(Name of bank) having our registered office at..... (herein after called "the Bank") are bound unto ..... **in the sum of Rs.** ..... (Rs. in words.....) for which payment well and truly to be made to the said ....., the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this .....day of .....

2. THE CONDITIONS of this obligation are:

- (1) If after Bid opening ..... of Bid; the Bidder withdraws, his Bid during the period of validity of Bid (including extended validity of Bid) specified in the Form of Bid;
- (2) If the Bidder having been notified of the acceptance of his Bid by the .....
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidder, if required;

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of Bid document and Instructions to Bidder,

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

This Guarantee will remain in force up to and including the date(\*) after the deadline for submission of Bid as such deadline is stated in the Instructions to Bidder or as it may be extended by the ....., notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

**DATE .....**

**WITNESS .....**

**(SIGNATURE, NAME AND ADDRESS)**

**SIGNATURE OF THE BANK**

**SEAL**

(\*) Date to be worked out on the basis of validity period of months from the last date of uploading the Bid.

**(On Required Non Judicial Stamp Paper)****FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE**

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

The Employer's Representative

Dear Sir,

In consideration of the “**Construction of....., India**” on **EPC Basis** having awarded to M/s (hereinafter referred to as “the said Contractor (s)”, which expression shall include his successor and assignees) for the work of

\_\_\_\_\_ a Contract No \_\_\_\_\_ in terms inter alia, of the \_\_\_\_\_ Letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. \_\_\_\_\_ (Rupees only) amounting to Rs. \_\_\_\_\_ percent of the total Contract value.

1. We, \_\_\_\_\_ (hereinafter called ‘The Bank’ which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and the executing agency i.e. BCA, BIHAR) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. (Rupees only).
2. We \_\_\_\_\_ Bank further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the

Employer hereunder or prejudice the rights of the Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes

be binding and operative until payment of all monies payable to the Employer in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of .
8. **This guarantee is valid till \_\_\_\_\_(date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)**
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12. We \_\_\_\_\_ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and this guarantee shall remain in force till \_\_\_\_\_ and unless a claim is made on us within 3 months from that date, that is before \_\_\_\_\_ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2023 For and on behalf of Bank.

Issued under seal:

**Form D****FORM OF AGREEMENT**

This agreement is made at ----- on the ---- day of----- 2025 between Governor of represented through ----- (Employer/Representative of Employer of Working Agency BCA, BIHAR), Government of (hereafter referred to as "GoUP" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, in office of the First Part.

----- (The officer not below the rank of Deputy Secretary of the Client Department) Government of (hereafter referred to as "GoUP" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, in office of the Second Part.

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at -----, through ----- (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns in office) of the Third Part.

Whereas Working Agency (hereafter referred to as "(BCA, BIHAR)," is desirous that certain works should be executed, for "-----" At , ,INDIA" on EPC Basis (hereinafter called "The Project") and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

Volume – 1 (NIT & ITB)

Volume – 2 General Conditions of Contract (GCC)

Volume – 3 – Specific Conditions of Contract (SCC)

Volume – 4 – Design Basis Report (DBR)

Volume – 5 Technical Specifications

Volume – 6 (Tender Drawings)

Volume – 7 (Financial Bid)

All the correspondence till award of contract i.e. addendum, LOA etcetera Technical and Financial Bids submitted by Bidder.

3. In consideration of the payment to be made by Executing Agency (hereafter referred to as Working Agency "(BCA, BIHAR) to the Contractor as hereinafter mentioned, the Contractor hereby covenants with ----- to executed and complete the Project by and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. Executing Agency (hereafter referred to as Working Agency "(BCA, BIHAR) hereby covenants to pay the Contractor in consideration of the execution and completion of the Project

and the remedying of defects therein, the total Contract Price of Rs.....  
 .....only) being the sum stated in the letter of Award (LOA) subject to such additions  
 thereto or deductions there from as may be made under the provisions of the Contract at the  
 times and in the manner prescribed by the Contract.

#### 5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract  
 and shall be solely responsible for the same.

IN WITNESS OF WHEREOF the parties hereto have caused their respective common seals  
 to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year  
 first above written.

For and on behalf of the Contractor	For and on behalf of the Governor of ( Working Agency) (Seal)	For and on behalf of the Governor of (Client Department) (Seal)
Signature of the authorized official	Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	By the Said	By the Said
on behalf of the Contractor:	on behalf of the Government of	on behalf of the Government of
in the presence of:  Witness Name _____ Address _____ _____	in the presence of:  Witness Name _____ Address _____ _____	in the presence of:  Witness Name _____ Address _____ _____

**FORMAT FOR POWER OF ATTORNEY FOR**  
**SIGNING OF PROPOSAL (Authorized Signatory)**

Know all men by these presents, we ..... (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms ..... (name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to \_\_\_\_\_, representing us in all matters before \_\_\_\_\_, and generally dealing with\_\_ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

**FORM - F**

**UNDERTAKING (FOR SPECIALIZED AGENCY)**  
**(On a Rs 100/- non judicial stamp paper duly notarized)**

We do hereby undertake to engage a specialized agency after approval of executing agency for undertaking the execution of specialized works whose minimum qualification shall be as under:

For Specialized works viz. HVAC System, STP, Lift, Fire Fighting, Solar PV System:

**II. For Specialized works viz STP, Substation works etc**

Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- a. HVAC: One similar work having individual Chiller capacity not less than 600 TR  
OR Two similar works having individual Chiller capacity not less than 250 TR.
- b. STP: One similar work having capacity not less than 300 KLD SBR based STP OR  
Two similar works each having capacity not less than 150 KLD SBR based STP.
- c. For Fire Fighting System: Experience of having successfully completed similar specialized works with atleast one no. of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etcetera in a campus comprising of business/ institutional/ residential/ educational/ assembly buildings as classified in NBC.
- d. For Lifts works: For Lifts, associated agency shall be as per the approved makes.
- e. DG Set: One similar work having individual DG capacity not less than 900 KVA  
OR Two similar works having individual DG capacity not less than 600 KVA.
- f. Sub station : One similar work having individual transformer capacity not less than 2000 KVA or Two similar works having individual transformer capacity not less than 1200 KVA

**III. For specialized works as mentioned below approval from Engineer-in- Charge shall be sought before commencement of work:-**

- i. Audio Visual System.
- ii. WTP (Water Treatment Plant)
- iii. LV works like Access Control System, LAN, IPBAX, CCTV, Fire Alarm & Detection, Public Address, solar voltaic power generation system, BoomBarrier, etc( Only Civil and MEP works)
- iv. Any other specialized works specified in Tender.

**IV. For all other specialized works, for which the contractor intend to engage a specialized agency for execution of work, the contractor shall take approval of the Engineer-In-Charge before assignment of such agency and should comply to the CVC guidelines for similar work.**

**(Authorized Signatory of Bidder)**

**AFFIDAVIT****(On a Rs 100/- non judicial stamp paper duly notarized)**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certificate our firm M/s \_\_\_\_\_ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirmers that M/s \_\_\_\_\_ does not stand blacklisted/debarred/penalized by any government agency or public sector undertaking or judicial authority/arbitration body.
4. The undersigned hereby authorize (s) and request (s) any bank, person, form or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Bihar Cricket Association , .
6. The undersigned undertake that 'I/We have not altered/ modified the financial Bid attached in the tender. If it is found during the tender stage or later that the BOQ is modified by us, the Bihar Cricket Association, shall have the right to reject our Bid'.

---

Signed by an Authorised  
Officer of the Bidder

**Form-“H”**

**UNDERTAKING**

**(On a Rs 100/- non judicial stamp paper duly notarized)**

We do hereby indemnify Bihar Cricket Association /executing agency, against all penal action that may be levied/ affected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

---

Signed by an Authorised  
Officer of the Bidder

**FORM-J**

(On Rs 100/- Non Judicial Stamp papers)

**FORM FOR BIDDER'S BIDDING CAPACITY****Name of the Firm / Bidder: -.....****Name of Work: - "Construction of .....,  
India" on EPC Basis.**

Bidders who inter alia meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.4). The available BID capacity will be calculated as per following,

$$\text{Bidding Capacity} = (A * N * M - B + C)$$

Where,

A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note- 3 below) taking into account the completed as well as works in progress. The projects include turnkey project/Item rate contract/ Construction works.

N=Number of years prescribed for completion of work for which Bid is invited.

M= Multiplying factor **2.5**

B= Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which Appointed Date/Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.

C= The amount of bonus received, if any, in Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below)

Note:

1. The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects or Concessionaire/ Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.
2. The amount of bonus received, if any, in Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects.
3. The factor for the year for upation to the price level is indicated as under:

Year	Year 1	Year 2	Year 3	Year 4	Year 5
Updation factor	1.00	1.05	1.10	1.15	1.20

SIGNATURE OF CHARTERED ACCOUNTANT  
(WITH STAMP & UDIN)

SIGNATURE (S) OF BIDDER(S)  
(WITH STAMP)

**PROJECT UNDER EXECUTION**

S. No.	Details	
1.	Name of work / project and location	
2.	Owner or sponsoring organization	
3.	Cost of work in Rs. (in Crores)	
4.	Date of commencement as per contract	
5.	Stipulated date of completion	
6.	Up to Date % Financial Progress	
7.	Value of Balance Commitment to Complete work till Period for which Bid Invited (Crore)	
8.	Slow progress if any and reasons thereof	
9.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be Made	
10.	Remarks	

It is to undertake that above is the total list of works under progress and information furnished is true and nothing has been hiding. Further that, if such a violation comes for hiding information or incorrect information to the notice of Department, then I/we shall be debarred for Bidding in Bihar Cricket Association in future forever.

Note:

- 1- In Row No 6 above, only the percentage of financial progress shall be mentioned. In substantiation of financial progress, the Bidder shall submit the statement of up-to-date payment made against each work, obtained from the Executive Engineer/Project Manager in charge of the work or by the chartered accountant.

SIGNATURE OF CHARTERED ACCOUNTANT  
(WITH STAMP & UDIN)

SIGNATURE (S) OF BIDDER(S)  
(WITH STAMP)

**Annexure I (With JV Format)****Format for Power of Attorney for signing of Bid**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our {**Joint Venture**} and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project proposed or being developed by the .....(the "**Employer/Tender inviting Authorities**") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Employer/Tender inviting Authorities, representing us in all matters before the Employer/Tender inviting Authorities, signing and execution of all contracts including the EPC agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer/Tender inviting Authorities in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Employer/Tender inviting Authorities.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....  
(Signature, name, designation and address)  
of person authorized by Board Resolution  
(in case of Firm/ Company)/ partner in case of  
Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/  
Attested/ Authenticated\*

(\*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary  
Registration No. of the Notary  
Date:.....

---

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

**Note:** Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

### Format for Power of Attorney for Lead Member of {Joint Venture}

Whereas the ..... (the “**Employer/Tender inviting Authorities**”) has invited Bids for the ..... (the “**Project**”).

Whereas, ....., ....., and ..... (collectively the “**{Joint Venture}**”) being Members of the **{Joint Venture}** are interested in Bidding for the Project in accordance with the terms and conditions of the Bid Document and other Bid documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the **{Joint Venture}** to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the **{Joint Venture}**, all acts, deeds and things as may be necessary in connection with the **{Joint Venture}** Bid for the Project and its execution.

#### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. .... having our registered office at ..., M/s. ... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ..... having its registered office at ....., being one of the Members of the **{Joint Venture}**, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the **{Joint Venture}** and any one of us during the Bidding process and, in the event the **{Joint Venture}** is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the **{Joint Venture}**, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the **{Joint Venture}** and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing bank Guarantee for Bid security and writings, participate in pre Bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the **{Joint Venture}** and generally to represent the **{Joint Venture}** in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the **{Joint Venture}** Bid for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ **{Joint Venture}**.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For ..... (Signature) ..... (Name & Title)	For ..... (Signature) ..... (Name & Title)	For ..... (Signature) ..... (Name & Title)
---	---	---

(Executants)

(To be executed by all the Members of the **{Joint Venture}**)

Witnesses:

- 1.
- 2.

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

**Note:** Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

**Annexure III****Format for Joint Bidding Agreement for {Joint Venture}***(To be executed on Stamp paper of appropriate value)*

~~THIS JOINT BIDDING AGREEMENT is entered into on this the..... day of..... 20.....~~  
**AMONGST**

1. ~~..... Limited, and having its registered office at ..... } (hereinafter referred to as the~~  
**“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)  
**AND**

2. ~~..... Limited, having its registered office at ..... } and (hereinafter referred to as the~~  
**“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)  
**AND**

3. ~~..... Limited, and having its registered office at ..... } (hereinafter referred to as the~~  
**“Third Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the  
**“Parties”** and each is individually referred to as a **“Party”**

**WHEREAS,**

- (A) ~~The Governor of ..... represented by the ..... (hereinafter referred to as the “Employer/Tender inviting Authorities” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the “Employer/Tender inviting Authorities”), having its principal office at ..... of ..... is engaged in the development of related infrastructure in , and as part of this endeavor, has invited Bids (the Bids”) by its Request for Proposal No. .... dated ..... (the “BID DOCUMENT”) for award of contract for undertaking the ..... (the “Project”) through an Engineering, Procurement and Construction (the “EPC”) Contract.~~
- (B) ~~The Parties are interested in jointly Bidding for the Project as members of a {Joint Venture} and in accordance with the terms and conditions of the BID DOCUMENT and other Bid documents in respect of the Project, and~~
- (C) ~~It is a necessary condition under the Bid Document that the members of the {Joint Venture} shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.~~

**NOW IT IS HEREBY AGREED as follows:****1.— Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid Document.

**2.— {Joint Venture}**

2.1 ~~The Parties do hereby irrevocably constitute a Joint Venture (the “{Joint Venture}”) for the purposes of jointly participating in the Bidding Process for the Project.~~

2.2 ~~The Parties hereby undertake to participate in the Bidding Process only through this {Joint Venture} and not individually and/ or through any other {Joint Venture} constituted for this Project, either directly~~

or indirectly.

### 3. ~~Covenants~~

The Parties hereby undertake that in the event the {Joint Venture} is declared the Selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Employer for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

### 4. ~~Role of the Parties~~

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) ~~Party of the First Part shall be the Lead member of the { Joint Venture} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the {Consortium/Joint Venture} during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;~~
- (b) ~~Party of the Second Part shall be {the member of the Joint Venture}; and~~
- (c) ~~Party of the Third Part shall be {the member of the Joint Venture.}~~

### 5. ~~Joint and Several Liability~~

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Document and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

### 6. ~~Share of work in the Project~~

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

~~{First Party:} .....~~  
~~{Second Party:} .....~~  
~~{Third Party:} .....~~

Further, the Lead Member shall itself undertake and perform at least 50 (fifty) per cent of the works as per the draft EPC Agreement if the Contract is allocated to the { Joint Venture}.

### 7. ~~Representation of the Parties~~

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) ~~Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;~~
- (b) ~~The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the {Joint Venture} Member is annexed to this Agreement, and will not, to the best of its knowledge:~~
  - (i) ~~require any consent or approval not already obtained;~~
  - (ii) ~~violate any Applicable Law presently in effect and having applicability to it;~~
  - (iii) ~~violate the memorandum and articles of association, by laws or other applicable organizational documents thereof;~~
  - (iv) ~~violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or~~

- (v) ~~create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;~~
- (c) ~~this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and~~
- (d) ~~there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.~~

## 8. ~~Termination~~

~~This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {Joint Venture}. However, in case the {Joint Venture} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.~~

## 9. ~~Miscellaneous~~

9.1 ~~This Joint Bidding Agreement shall be governed by laws of India.~~

9.2 ~~The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.~~

~~IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED~~

For and on behalf of

\_\_\_\_\_ LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1..... 2.....

### **Notes:**

- ~~The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.~~
- ~~Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the {Joint Venture} Member.~~
- ~~For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.~~

## RESTRICTIONS UNDER RULE 144 OF GFR 2017

No. F.18/37/2020-PPD  
Government of India  
Ministry of Finance  
Department of Expenditure  
Procurement Policy Division  
\*\*\*

512, Lok Nayak Bhawan,  
New Delhi. Dated the 8<sup>th</sup> February 2021

### OFFICE MEMORANDUM

**Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.**

Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of Works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

4. This is issued with the approval of Secretary (Expenditure).

  
Kotluru Narayana Reddy  
Deputy Secretary to the Govt. of India  
Tel.: 24621305  
Email: kn.reddy@gov.in

To

- (1) Secretaries of All Ministries/ Departments of Government of India,
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.

## ANNEX-V

**Guidelines of the Department of Disinvestment**

No. 3/9/2016-DoD-II-B

Government of India

Department of Investment &amp; Public Asset Management Block 14, CGO

Complex

New Delhi.

Dated: 28th September, 2017.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed.

Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. 'Grave Offence' is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India. 'Grave Offence' would include the below noted cases:
  - i. Only those orders of SEBI are to be treated as coming under the category of 'Grave Offences' which directly relate to 'Fraud' as defined in the SEBI Act and / or regulations.
  - ii. Only those orders of SEBI that cast a doubt on the ability of the bidder to manage the public-sector unit, when it is disinvested, are to be treated as adverse.
  - iii. Any conviction by Court of Law.
  - iv. In cases in which SEBI also passes a prosecution order, disqualification of the bidder should arise only on conviction by the Court of Law.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or its Associate Company as defined in Companies Act, 2013 would result in disqualification. The decision in regard to the relationship inter se between the concerns would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any bidder, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order, based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a bidder, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

- (g) These criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the EoI, is pending against them. In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above on the eligibility criteria prescribed in the EoI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/Managers/, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be filed along with EOI.

sd/- (Aseem Kumar Jha)  
Under Secretary to the Government of India

## **Annexure -1 – Checklist**

### **CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID**

#### **TECHNICAL PACKAGE – Hardcopy and Online**

Sl. No.	Name of Document	Mode of submission
1.	<b>Receipt of online submission of 41654- (Rs Forty-one thousand six hundred fifty four only)</b> as tender Fee / Processing Fee, in favour of “-----”	<b>In Original in Envelope no. 1 &amp; submit Scanned Copy Online</b>
2.	Bid Security/EMD in favour of “-----”	
3.	Form of Bid and Appendix (Form A) for the Bid	
4.	Power of Attorney (Form E) in favour of the person signing the Bid	
5.	Undertaking for engaging specialized agencies (Form F)	
6.	Affidavit by Bidder (Form G) duly notarized on non-judicial of appropriate value- stamp paper	
7.	Affidavit/ Indemnity / Undertaking (Form H)	
8.	Form “T-1” (Financial Information)	
9.	Form “T-1-B” (Solvency Certificate as per Clause 1.4)	
10.	Form “T-5” (TDS details for Private Sector Projects for the works executed in India)	
11.	Form “T-2/1” (Details of Eligible Similar Works completed)	<b>In Original in Envelope no. 2 &amp; submit Scanned Copy Online</b>
12.	Form “T-2/2” (Details of Works Completed on EPC(Turnkey) basis)	
13.	Form “T-2/3” (DETAILS OF ELIGIBILITY OF “SIMILAR WORKS” COMPLETED DURING LAST 7 (SEVEN) YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID)	
14.	Form “T-3” (Performance Report of Works referred to in Form T-2/1, 2 & 3)	
15.	Form “T-4” (Structure and Organization)	
16.	Form “T-6” (GST Registration Details)	
17.	Copies of GST Registration or undertaking / EPF Registration/ PAN Number	
18.	Integrity Pact Agreement duly signed by the authorized signatory on behalf of the Bidder (as per proforma given in GCC Vol-2)	
19.	All pages of the entire Corrigendum/ addendum (if any)/ pre-Bid clarifications (if any) signed by the authorized person of the Bidder/Bidder.	
20.	All TDS Certificates of Private Sector Projects for the works executed in India.	
21.	Form ‘J’ Form for Bidder’s Bidding Capacity	
22.	Form ‘K’ Project under Execution	
23.	Any other document as specified in the Bid document.	
24.	Annexure I Power of Attorney for signing of Bid	
25.	Annexure II Power of Attorney for Lead Member of {Joint Venture}	
26.	Annexure III Joint Bidding Agreement for {Joint Venture}	
<b>Note:-</b> All the uploaded documents should be in readable, printable & legible form.		

#### **FINANCIAL PACKAGE: Online**

<b>S.No</b>	<b>Name of Document</b>	<b>Mode of submission</b>
1.	Digitally signed Bid / Price Bid (Financial Bids – Volume-7)	Online

**END OF VOLUME – 1**