

GOVERNMENT OF INDIA
MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE
SOCIETY OF INTEGRATED COASTAL MANAGEMENT (SICOM),
GROUND FLOOR, PT. DEENDAYAL ANTYODAYA BHAVAN, CGO COMPLEX, LODHI ROAD,
NEW DELHI- 110003

INTEGRATED COASTAL ZONE MANAGEMENT (ICZM) PROJECT
CREDIT AGREEMENT 4765 –IN

**REQUEST FOR QUOTATION FOR SUPPLY & INSTALLATION OF RIGID FLOORING AT
BEACH ACCESS PATHWAY AT 2 LOCATIONS**

Reference No: NPMU/W/2018/10 (i)

Dated: 11 January,2020

**Sub.: REQUEST FOR QUOTATION FOR SUPPLY & INSTALLATION OF RIGID
FLOORING AT BEACH ACCESS PATHWAY AT 2 LOCATIONS**

1. The competitive proposals are invited from the eligible bidders for the following work:

Brief Description of the Works	Period of Completion
Supply & Installation of Rigid Flooring at Beach Access Pathway at (i) Shivrajpur Beach, Gujarat – (Tentative area = 4 ft wide X 500 ft length) (ii) Ghoghla Beach, Diu – (Tentative area = 4 ft wide X 300 ft length) The detailed specifications are attached at Annexure -I with indicative image.	60 days from the date of handing over of respective site

2. Government of India has received a credit from the International Development Association (IDA) towards the cost of the Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this request for quotation is issued.
3. This RFQ includes the documents to facilitate preparation and submission of quotations, eligibility criteria, contract forms and relevant forms to be filled by the bidders.
4. The tender is for all the locations mentioned in table above and bidder has to quote for all the locations, otherwise the bid is liable to be rejected.
5. The Bidders are requested to submit the offer latest by 1100 Hrs on 27th January,2020 by **speed post/by hand only** to the office of B-4 Wing, Ground Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003. The late bids will be rejected.
6. In case of any queries/ clarifications, Bidders may send their queries at email id proc.sicom@gmail.com till 15th January,2020.
7. SICOM reserve the right to accept/reject any/all tenders in part/full without assigning any reason thereto.

**Society of Integrated Coastal Management (SICOM),
New Delhi
Email id: proc.sicom@gmail.com
Tel No.: 011-24360934
Website: sicom.nic.in**

Instructions to Bidders (ITB)

A. General

1. Eligible Works

- 1.1 All the works done under the Contract shall have their origin in eligible source countries, defined in the IBRD Guidelines for Procurement and all expenditures made under the Contract will be limited to such works.

2. Cost of submission of Quotations

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of the Quotation, and SICOM hereinafter referred to as “the Employer”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Conflict of Interest

- 3.1 A Bidder shall not participate in more than one Quotation; shall not have conflict of interest as defined in the Bank’s Procurement Regulations; and should not have been temporarily suspended or debarred by the World Bank Group in compliance with the Bank’s Anti-Corruption Guidelines and its Sanctions Framework.

4. Bid Security

- 4.1 All Bids must be accompanied by a Bid Security of the amount of Rs. 18,000/- (Rupees Sixteen Thousand only) drawn in favour of Society of Integrated Coastal Management which shall remain valid for 45 days beyond the validity of the bid.

- 4.2 This bid security shall be in favour of Society of Integrated Coastal Management, payable at New Delhi and may be in one of the following forms:

A Bank guarantee issued by a nationalized / scheduled bank located in India, **The Bank Guarantee format as per Attachment** or Bank Draft or FD or Letter of Credit in favour of Society of Integrated Coastal Management, payable at New Delhi. Format for Bank Guarantee for Bid security is attached at Annexure -V.

- 4.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 4.1 & 4.2 above shall be rejected by the Employer as non-responsive.

- 4.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period or date of receipt of Performance Bank Guarantee from successful bidder, whichever is earlier. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

- 4.5 The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

B. The Bidding Document

5. Content of the Bidding Document

- 5.1 The works required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding document include:

- a) Instruction to Bidders (ITB)
 - b) Technical Specifications (Annexure-I)
 - c) Price Schedules (Annexure -II)
 - d) Contract Form (Annexure -III)
 - e) Conditions of Contract (Annexure-IV)
 - f) Format for Bank Guarantee (Annexure -V)
- 5.2 The Bidder is expected to examine all Instructions, forms, terms, and specifications in the bidding Documents. Failure to furnish all information required by the bidding documents or submission of quotation and not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its quotation.

C. Preparation of Quotations

6. Documents Constituting the Quotations

- 6.1 The quotation prepared by the Bidder shall comprise the following;
- a) The completed Price Schedule (Annexure-II)
 - b) Documentary evidence established in accordance with ITB Clause 8.1 that the bidder is eligible to quote and is qualified to perform the contract if its quotation is accepted.

7. Bid Price

- 7.1 The Bidder shall indicate the Price Schedule as per the format (Annexure-II). Bidders shall quote for the complete works on a single responsibility basis, failing which such bids will not be taken into account for the evaluation and will not be considered for award.
- 7.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a) All duties, taxes and other levies, transportation charges payable by the bidder under the contract shall also be included in the total price separately.
 - b) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. A quotation submitted with an adjustable price will be treated as non-responsive.
 - c) The Prices shall be quoted in Indian Rupees only.

8. Documents required along with Quotation:

- 8.1 The bidder shall furnish, as a part of its quotation, the following information and documents:

General

S. No	Item	Information to be provided by the Bidder
1.	Name and address of the bidder's company, telephone number, fax, mobile number, email address	
2.	Type of organization (Whether Proprietorship, partnership, private proprietor/partners)	
3.	Name, address, contact no and email id of the Directors/Proprietor/Partners	
4.	Year of formation of the company	
5.	GST Number	
6.	Name and contact details of Authorized Representative	

Eligibility Criteria

S. No	Description	Proof Required
1	Should be a registered entity in India with at least 3 years of existence	Copy of Certificate of Incorporation/ Registration/ MoU
2	a) Agency should have a valid GST Registration in India b) Agency should submit income tax return of last 3 years c) Minimum average turnover of Rs. 7 lakhs (INR Eleven Lakhs only) during the last 3 years	a) Copy of GST Registration b) Copy of ITRs c) Copy of Balance Sheet and Profit & Loss Accounts
3	The agency should have the following minimum work experience during the last 3 financial years: a) 1 similar work (fabrication/design/installation etc) contract of minimum value of Rs 7 lakhs; Or b) 2 similar work (fabrication/design/installation etc) contracts and each of minimum value of Rs. 5 lakhs; Or c) 3 similar work (fabrication/design/installation etc) contracts and each of minimum value of Rs. 4 lakhs. Similar work means Fabrication/Design /Supply / Installation of similar structure made of WPC	Documents of evidence / Purchase order/ Supply order/ Completion/Satisfactory report from Employers
4	The agency should have not been blacklisted/ debarred/ suspended/ banned from business dealings by any Ministry/Department of State/ Central Government/ their Procurement Agencies. The agency should also not have been temporarily suspended/ debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework	Declaration duly signed by authorized signatory of the agency

8.2 Joint Venture is not allowed.

9. Period of Validity of Bids

9.1 Bids shall remain valid for 90 days after the deadline for submission of quotations prescribed by the Employer.

10. Pre bid meeting

10.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at office of Society of Integrated Coastal Management (SICOM), Ground Floor, Pandit Deen Dayal Antyodaya Bhavan, CGO Complex, Lodhi Road, New Delhi-110003 on 16 Jan 2020 at 10.30 Hours. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The bidder is requested to submit any questions in writing to reach the Employer not later than 15 Jan 2020.

10.2 Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

10.3 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

D. Submission and opening of Quotation

11. Sealing and Marking of Bids

11.1 The bidder shall submit the Quotation along with required documents in the sealed envelope.

11.2 The envelope shall

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

Society of Integrated Coastal Management (SICOM), Ministry of Environment, Forests & Climate Change, B-4 Wing, Ground Floor, Deendayal Antyodaya Bhavan, CGO Complex, Lodhi Road, New Delhi-110003

and

b) bear the following identification:

Request for Quotation for "Supply & Installation of Rigid Flooring at Beach Access Pathway at 2 Locations". Bid Reference No. - NPMU/W/2018-10 (i) Dated 11 January 2019 - DO NOT OPEN BEFORE 1100 HOURS on 27th January, 2019.

12. Deadline for Submission of the Bids

12.1 Bids must be received by the Employer at the address specified above not later than 1100 Hours by 27th January, 2020. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day. Late Bids will be returned unopened.

13 Opening of Quotations by the Employer

13.1 Quotations will be opened at 11:30 Hrs on 27th Jan 2020 , in the office of Society of Integrated Coastal Management (SICOM), Ministry of Environment, Forests & Climate Change, B-4 Wing, Ground Floor, Deendayal Antyodaya Bhavan, CGO Complex, Lodhi Road, New Delhi- 110003. If any Bidders or their authorized representatives wants to attend the meeting, can attend the meeting.

13.2 In the event of the specified date of Quotations opening date being declared a holiday for the Employer, the Quotations shall be opened at the appointed time and location on the next working day.

14 Clarification of Quotations

14.1 During Evaluation of Quotations, the Employer may, at its discretion, ask the Bidder for a clarification of its quotation. The request for clarification and the response shall be in writing and no change in prices or substance of the quote shall be sought, offered or permitted.

E. Award of contract

15 Award of Contract

15.1 The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation

price provided that the Bidder is determined to be qualified to perform the Contract Satisfactorily.

16. Employer's Right to accept any quotation and to reject any or all quotations.

16.1 The Employer reserves the right to accept or reject any quotation, and to annul the bidding process and reject all quotations any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

17. Performance Security

17.1 Within 10 days of receipt of the Letter of Award, the successful Bidder shall submit to the Employer a Performance Security either in the form of Bank Guarantee issued by a Nationalized/Schedule bank in the form given in Attachment for an amount equivalent to 5% of the Contract price in favour of Society of Integrated Coastal Management, payable at New Delhi, drawn in favour of Society of Integrated Coastal Management, payable at New Delhi.

17.2 Failure of the successful bidder to comply with the requirements of clause 15.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

17.3 Performance security submitted in form of Bank Guarantee, needs to remain valid for a period of 28 days beyond the expiry of defect liability period. The defect liability period shall be 6 months from the date of acceptance by the respective nodal officer.

F. During the Contract implementation

14. Purchaser's right to vary the work

14.1 During the implementation of Contract, the Purchaser reserves the right to increase or decrease the quantity of any work(s) included in the Technical Specifications by 10% at the same terms and conditions and the calculations will be made on pro- rata basis.

15. Corrupt or Fraudulent Practices

15.1 The Bank requires that the Borrowers (including beneficiaries of Bank Loans) as well as Bidders/Suppliers/ Contractors under Bank-Financed contracts, observe the highest standard of ethics and not indulge in corrupt and fraudulent practices, during the procurement and execution of such contracts

SICOM, New Delhi
Tel. No.: 011-24360934

TECHNICAL SPECIFICATIONS

Beach Access Pathway

The bidder will be required to supply and install the Rigid Flooring for Beach sand. The scope includes design, engineering, fabrication , installation , testing , commissioning and operationalizing the flooring.

Item Particular	Specifications
Floor Plank	6 mm WPC {wood polymer composite} solid plain sheet Single Extruded in plank type for Exterior application Comprising of Virgin PVC polymer of K- value 68 {Rigid Grade}, calcium carbonate and natural fibres { rice husk and wheat husk } and non toxic additives {maximum toxicity index of 12 grams for 100 grams} having a density of 1800 kg/m ³ ,having slip resistance to >R9 class DS, and sound absorption of 8dB,resistance to spread of flame of class A category, Limiting Oxygen index of 39%, property of being Termite and Borer Proof, Water/Moisture proof, Fire Retardant. Flooring should have a wooden embossed pattern and to be lead free and asbestos free. WPC material may be of ALSTONE / ALUPLAST / REHAU / KOMMERLING / REYNOBOND/ MOONSTONE / E3 WOOD/ ECOSTE brand. The colour combination of the planks may be decided in consultation with Project Manager-SICOM/ Nodal Officer.
Base Profile	Single Extruded WPC{Wood Polymer Composite} OF 25 x 25 mm section profile comprising of Virgin PVC polymer of K value 58- 60 {suspension Grade} , calcium carbonate along with natural Fibres {rice husk and wheat husk } along with non-toxic additives {maximum toxicity index of 12 in 100 grams}. Having a density of 750 kg/m ³ ,screw holding strength of 2200N {face} and 1100N {edge},minimum compressive strength of 58N/mm ² , Tensile strength of 11 N/mm ² ,modulus of elasticity 900 N/mm ² and resistance to spread of flame of class A category, Limiting Oxygen index of 39%, property of being Termite and Borer Proof, Water/Moisture proof, Fire Retardant.
Top Profile	Single Extruded WPC{Wood Polymer Composite} OF 25 x 25 mm section profile WHITE color comprising of Virgin PVC polymer of K value 58-60 {suspension Grade} , calcium carbonate along with natural Fibres {rice husk and wheat husk } along with non-toxic additives {maximum toxicity index of 12 in 100 grams}. Having a density of 750 kg/m ³ ,screw holding strength of 2200N {face} and 1100N {edge},minimum compressive strength of 58N/mm ² , Tensile strength of 11 N/mm ² ,modulus of elasticity 900 N/mm ² and resistance to spread of flame of class A category, Limiting Oxygen index of 39%, property of being Termite and Borer Proof, Water/Moisture proof, Fire Retardant.
Layout	Providing and Fixing 6mm WPC embossed wooden Pattern sheets which would be fixed over 25 x 25 mm section profile. On top of the Floor planks, corners would be created with WPC of 25 x 25 mm white WPC section profile

PRICE SCHEDULE

S.No	Description of Item	Estimated Area	Price per sq. ft.	Total Amount (INR)	
				In figures	In words
1.	Supply & installation Rigid Flooring at Shivrajpur Beach, Gujarat	500ft X 4 ft			
2.	Supply & installation Rigid Flooring at Ghoghla Beach, Diu	300 ft X 4 ft			
Cost of the Project					
GST @ -----%					
Total Cost of the project					

We agree to supply and complete the assignment in accordance with the technical specifications for the amount against each item as shown in the Price schedule, within the period specified in the Request for Quotation.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

Signature of Bidder

(Where there is a discrepancy between the amount in figures and words, the amount in words will prevail)

Note: The cost should include supply, transportation, installation and maintenance charges.

CONTRACT FORM

THIS AGREEMENT made theday of....., 2020
Between.....(*Name of Employer*) (Hereinafter called "the Employer") of the one part
and..... (*Name of Contractor*) of (Hereinafter called "the Contractor") of the
other part:

WHEREAS the Employer is desirous that certain(*Brief Description of Works*)
and has accepted a quotation by the Contractor for the works in the sum of
(*Contract Price in Words and Figures*)(Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Quotation Form and the Price Schedule submitted by the Bidder;
 - (b) the Technical Specifications;
 - (c) Conditions of Contract; and
 - (d) the Employer's Notification of Award.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to complete the works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the works which shall be supplied and installed by the Contractor are as under:

S. No	Brief description of works	Total price (INR)	Period of Completion

TOTAL VALUE (WORDS):

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Employer)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Contractor)
in the presence of:.....

CONDITIONS OF CONTRACT

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Employer and the Contractor, as recorded in the Contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- c) "The Works " means all the materials, equipments, installation, maintenance, labour which the Contractor is required to supply and install under the Contract;
- d) "CC" mean the Conditions of Contract contained in this section;
- e) "The Employer" means the organization hiring the agency for doing the works assignment;
- f) "The Contractor" means the firm executing the works under this Contract.

2. Standards

2.1 The Works executed under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Works' country of origin and such standards shall be the latest issued by the concerned institution.

3. Approval of Drawings

3.1 The contractor shall get all the related drawings approved by Project Management Consultant (PMC), SICOM before starting the work.

4. Contract Price

4.1 The total Contract Price for the works (hereinafter referred to as the "total price") is Rs. -----.

5. Payments

5.1 Payments to the Contractor will be released by the Purchaser after the 100% successful completion of the works and on submission of original bill and on satisfactorily completion certification by Nodal Officer.

5.2 Payments shall be adjusted for deductions for penalties, if any in terms of the contract, and taxes at source, as applicable under the law.

6. Letter by Contractor to Nodal Officer

6.1 The Contractor, on the works completion , issue a letter to the respective Nodal Officer (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site and oversee the work done.

7. Completion time

7.1 The works should be completed in 60 days from the date of handing over of respective sites. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

8. Penalty

- 8.1 Any wilful delay on the part of the Contractor in completing the work within the stipulated period will render him liable to pay liquidated damages @ Rs. 500/- per day per beach, which will be deducted from payments due to him. The Employer may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 10% of the contract amount.

9. Use of Contract Documents and Information; Inspection and Audit

- 9.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 9.2 The Contractor shall permit the Employer or its Authorized representatives to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors.

10. Performance Security

10.1 Within 10 days of receipt of the Letter of Award, the contractor shall submit to the Employer a Performance Security either in the form of Bank Guarantee issued by a Nationalized/Schedule bank in the form given in Attachment for an amount equivalent to 5% of the Contract price in favour of Society of Integrated Coastal Management, payable at New Delhi, drawn in favour of Society of Integrated Coastal Management, payable at New Delhi. Or by endorsing FDR in favour of Society of Integrated Coastal Management, payable at New Delhi.

10.2 Performance security submitted in form of Bank Guarantee, needs to remain valid for a period of 28 days beyond the expiry of defect liability period. The defect liability period shall be 6 months from the date of acceptance by the respective nodal officer.

11. Employer's right to vary the work

- 11.1 During the implementation of Contract, the Employer reserves the right to increase or decrease the quantity by 10% on same terms and conditions and the calculation will be made on pro-rata basis and accordingly the contract price will be amended.

12. Termination for Default

- 12.1 The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part:
- a) if the Contractor fails to deliver or execute any or all of the items within the period(s) specified in the Contract.
 - b) if the Contractor fails to perform any other obligation(s) under the Contract.
 - c) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 12.2 In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, works similar to those undelivered/uninstalled, and the Contractor shall be liable to the Employer for any excess costs for

such similar works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

13. Termination

- 13.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 13.2 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 13.3 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

14. Payment upon Termination

- 14.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the nodal officer/officers shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 14.2 If the Contract is terminated at the Employer's convenience, the nodal officer/ officers shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

15. Force Majeure

- 15.1 Notwithstanding the provisions of CC Clauses 11, 12 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

16. Dispute settlement

- 16.1 If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.
- 16.2 In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD at New Delhi to be appointed by the Employer. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall give his award/decision within 60 days of start of proceedings.

17. Jurisdiction of Court

- 17.1 Courts at Delhi alone shall have the jurisdiction to decide any dispute arising out of or in respect of this contract.

Sample Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

Invitation for Bids No: *_[Insert reference number for the Invitation for Bids/ RFB No.]*

Date:*[Insert date of issue]* **BID GUARANTEE No.:***[Insert guarantee reference number]*

Guarantor: *_[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB/ RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) forty-five days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

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

SAMPLE - PERFORMANCE SECURITY BANK GUARANTEE FORM

TO:

.....
.....
.....

WHEREAS..... (Name of the Supplier) hereinafter called “the Supplier” , has undertaken, in pursuance of Contract to supply..... (Description of equipment and services) hereinafter called “the Contract”

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a national/scheduled Bank located in India for the sum specified therein as security for compliance of the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier up to a total of Rs.....(in figures) (in words) (Amount of Guarantee) and we undertake to pay you up on your written demand declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the limit of Rs. (Amount of Guarantee) without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of 2020

Date

Signature and seal of Guarantors
Address:.....
.....

Indicative image of Access Pathway



