

GOVERNMENT OF INDIA  
MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE  
SOCIETY OF INTEGRATED COASTAL MANAGEMENT (SICOM),  
GROUND FLOOR, B4 WING, DEENDAYAL ANTYODAYA BHAVAN, CGO COMPLEX  
NEW DELHI-110003

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

**INVITATION FOR QUOTATIONS FOR CIVIL WORK AT KAPPAD BEACH, KERALA UNDER SHOPPING PROCEDURES**

Reference No: NPMU/W/2018-10 (iii)

Dated: 20 Feb 2020

**Sub.: INVITATION FOR QUOTATIONS FOR CIVIL WORK AT KAPPAD BEACH, KERALA.**

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

Brief Description of the works	Specifications	Quantity	Period of completion	Place of work
Civil work at Kappad Beach	Refer Bill of Quantities (BOQ) at attachment I	Refer Bill of Quantities (BOQ) at attachment I	20 days from the date of issue of LOA	Kappad Beach, Kerala

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 invitation for quotations is issued.

3. To assist the bidders in the preparation and submission of quotation, the following is enclosed:

- i. Instructions to Bidders
- ii. Detailed bill of quantities
- iii. Price Schedule
- iv. Draft Contract Agreement format which will be used for finalizing the agreement of this contract

4. You are requested to provide your offer **latest by 1700 Hrs on 2 March,2020 by speed post/ by hand** only at the address mentioned below.

5. In case of any queries/ clarifications, Bidders may send their queries at email id [proc.sicom@gmail.com](mailto:proc.sicom@gmail.com) till 24<sup>th</sup> February, 2020 by 1730 hrs.

6. SICOM reserve the right to accept/reject any/all tenders in part/full without assigning any reason thereto.

**Society of Integrated Coastal Management (SICOM)**  
Ground Floor, B4 Wing, Pt Deen Dayal Antyodaya Bhawan,  
CGO Complex, Lodhi Road  
New Delhi- 110003  
Tel No:011-24360934

## Instructions to Bidders (ITB)

### 1. Scope of Work

The National Project Director, Society of Integrated Coastal Management (SICOM), Ministry of Environment, Forest & Climate Change (Employer) invites quotations for the Civil Work at Kappad Beach, Kerala as detailed in the table given below & Attachment I :

Brief Description of the works	Specifications	Quantity	Period of completion	Place of work
Civil work at Kappad Beach	Refer Bill of Quantities (BOQ) at attachment I	Refer Bill of Quantities (BOQ) at attachment I	20 days from the date of issue of LoA	Kappad Beach, Kerala.

The successful bidder will be expected to complete the works by the intended completion date specified above.

- 2. Qualification of the bidder:** The bidder shall provide qualification information which shall include:
- Total monetary value of works performed for each year for the last 3 years.
  - Report on financial standing.
- 3.** To qualify for award of the contract the bidder shall have and provide the following documents:-
- The average annual turnover of the firm in last 3 financial years should be INR 15 Lakhs.
  - The firm should have successfully completed three similar works each of value not less than INR 7.5 lakhs in last three years or
  - The firm should have successfully completed two similar works each of value not less than INR 11 Lakhs in last three years or
  - The firm should have successfully completed one similar works each of value not less than INR 15 Lakhs in last three years.
  - The firm should not be 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.

Note: Similar work means "installation of infrastructure facilities including Civil works".

### 4. Bid Price

- The contract shall be for the whole works as described in the Bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- GST payable by the contractor under the contract shall be included in the unit price. The transportation cost and other incidental expenses should also be included in the contract price.
- 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.
- The rates should be quoted in Indian Rupees only.

- e) Bid price is based on estimated quantity and quoted unit rates, however the payment shall done based on the actual work done and at the approved unit rates.

## **5. Submission of Quotations**

- 5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- 5.2 Each bidder shall submit only one quotation. Bidder 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. Bidders shall not contact other Bidders on matters relating to this quotation.
- 5.3 The Bidder shall submit the following documents along with the quotation:

- a) Signed Bill of Quantities (Annexure - I)
- b) Price Schedule in the format given (Annexure - II)
- c) Bid Security as per format given in (Annexure –VII)
- d) Quotation as per format given in (Annexure –IX)
- e) Details of three similar works completed each of value not less than INR 7.5 Lakhs (Work Order alongwith Completion Certificate should be attached)

Or

Two similar works each of value not less than INR 11 Lakhs (Work Order alongwith Completion Certificate should be attached)

Or

One similar work of value not less than INR 15 Lakhs (Work Order alongwith Completion Certificate should be attached) during the last three years ending previous day of the last date of submission of technical bid.

- f) Reports on financial standing of the Bidder such as profit & Loss statements and auditors report for the last 3 years i.e 2016-17 & 2017-18 & 2018-19 in the format attached.
- g) Self-attested copy of PAN card.
- h) Copy of GST Registration.
- i) Declaration signed by authorized signatory of the firm that the firm is not blacklisted/ debarred/ suspended/ banned from business dealings by any Ministry/Department of State/ Central Government/ their Procurement Agencies. The firm 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.

## **6 Cost of submission of Quotations**

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

## **7 Bidding Documents**

### **Content of the Bidding Document**

7.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents.

In addition to the Invitation for Bids, the bidding documents include:

- a. Instruction to Bidders (ITB)
- b. Bill of Quantities (Attachment-I)
- c. Price Schedule Form (Attachment-II)
- d. Letter of award & Contract Form (Attachment- III)
- e. Format for certificate by Nodal Officer (Attachment-IV)
- f. Performance Security Form (Attachment-V)
- g. Bid security Form (Attachment-VI)
- h. Bank Guarantee format for Advance payment (Attachment-VII)
- i. Quotation format (Attachment- VIII)

7.2 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.

7.3 Joint Venture is not allowed.

## **8 Period of Validity of Bids**

8.1 Bids shall remain valid for 45 days after the deadline for submission of quotations prescribed by the purchaser.

## **9 Format and Signing of Bids.**

9.1 The Quotation shall be typed and shall be signed by the Bidder. All pages of the bid, except for unamended printed literature, shall be initialled by the person signing the quotation. Any interlineations, erasures or overwriting shall be valid only if they are initialled

## **10 Pre bid meeting**

**DELETED**

## **11 Amendment of Bidding Documents**

11.1 Before the deadline for submission of bids, the Purchaser may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the Purchaser.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser shall extend as necessary the deadline for submission of bids, if necessary.

## 12 Bid Security

12.1 The Bidder shall furnish, as part of his Bid, a Bid security of **INR 20,000/- (Rupees Twenty Thousand only)** for this particular work. This bid security shall be in favor 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 shall be as per Attachment -VI** or
- Bank Draft or Letter of Credit in favour of Society of Integrated Coastal Management, payable at New Delhi.

12.2 Bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

12.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 12.1 and 12.2 above shall be rejected by the Purchaser as non-responsive.

12.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period.

12.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

12.6 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.

12.7 Each bidder shall submit only one quotation. Bidder shall not contact other Bidders in matters relating to this Quotation.

### Submission of Quotation

## 13 Sealing and Marking of Bids

13.1 The Bidders shall submit the Quotation along with the required documents in the sealed envelope as under: Technical part shall contain (i) Copy of Tender document duly signed & Stamped at each page (ii) Bid Security (iii) all the documents required for establishing eligibility for qualification (iv) Detailed BOQ of the works as offered and ensure that no Price is included in the technical part. The Price part shall contain (i) Quotation Form & (ii) the Price Schedule as per the Format. The Technical Part and the Finance part should be kept in separate envelopes and sealed. These envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each page shall be serially numbered and properly indexed.

### 13.2 The envelope shall

(a) be addressed to the Employer at the following address:  
National Project Director, SICOM, Ministry of Environment, Forests & Climate Change,  
Ground Floor, B4 Wing, Deendayal Antyodaya Bhavan, CGO Complex, Lodhi Road, New  
Delhi-110003  
and

(b) bear the following identification:

Bid for "Civil Work at Kappad Beach, Kerala"  
Bid Reference No. NPMU/W/2018-10 (iii)

13.3 If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

### 14 Deadline for Submission of the Bids

14.1 Bids must be received by the Purchaser at the address specified above no later than 1700 Hours on 02 March, 2020 by speed post/ by hand only. In the event of the specified date for the submission of bids declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

14.2 The Purchaser may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 11.3, in which case all rights and obligations of the Purchaser and the bidders previously subject to the original deadline will then be subject to the new deadline.

### 15 Late Bids

15.1 Any Bid received by the Purchaser after the deadline prescribed in Clause 14.1 will be returned unopened to the bidder.

## Evaluation of Quotations

### 16 Clarification of Quotations

16.1 During Evaluation of Quotations, the Purchaser 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.

## **17 Preliminary Examination**

17.1 The Purchaser will examine the Quotations to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the quotations are generally in order.

17.2 Arithmetical errors, if any be rectified.

17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in Quotation which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

17.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each quotation to the bidding documents. For the purpose of these Clauses, a substantially responsive quotation is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations or reservations to critical provisions such as those concerning Performance Security, Payment Terms and Delivery of works will be deemed to be a material deviation.

17.5 If a quotation is not substantially responsive, it will be rejected by the Purchaser and may not be subsequently be made responsive by the Bidder by correction of the non-conformity

## **18 Evaluation and Comparison of Quotation**

18.1 The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which (a) are properly signed; (b) conform to the terms and conditions, and specifications and (c) has submitted all the documents asked for. No Quotation will be considered if the complete requirements covered in the item is not included in the Quotation.

### **Award of contract**

## **19 Post Qualification**

19.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive quotation meets the Qualifications as mentioned at clause 3 above.

The bidders should furnish information on all past supplies and satisfactory performance on the prescribed format attached.

19.2 The determination will take into account the Bidder's Financial, technical and production capabilities. It will be based upon an examination of documentary evidence of the Bidder's qualifications submitted by Bidder as well as other information as the Purchaser deems necessary and appropriate.

19.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make similar determination of that Bidder's capabilities to perform the contract satisfactorily

## **20 Award of Contract**

20.1 The Purchaser 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.

20.2 Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

20.3 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order.

## **21 Purchaser's Right to accept any quotation and to reject any or all quotations**

21.1 The Purchaser 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.

## **22 Notification of Award**

Prior to expiration of the period of Quotation validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/e-mail or FAX, to be confirmed in writing by registered letter, that its quotation has been accepted.

## **23 Performance Security**

23.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of Bank Guarantee (Attachment-V) 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. The validity of the performance security shall be for three months from date of letter of award, which may be extended.

23.2 Failure of the successful bidder to comply with the requirements of clause 24.1 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.



## **24 Corrupt or Fraudulent Practices**

24.1 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.

**Society of Integrated Coastal Management (SICOM),  
Ground Floor, B4 Wing,  
Pt Deen Dayal Antyodaya Bhawan,  
CGO Complex, Lodhi Road  
New Delhi  
Tel No:011-24360934**

**TABLE-I**  
**DETAILS OF BID SECURITY**

<b>Name of work</b>	<b>Bid Security (Rs.)</b>	<b>Period of Completion (in days)</b>
1	2	3
Civil Work at Kappad Beach	Rs. 20,000/- (Rupees Twenty Thousand Only)	Within 20 days from the date of issue of LOA

National Project Director  
SICOM, MoEF&CC

**Bill of Quantities**

S.No	Technical Specifications	Estimated Qty	Unit
1	Demolishing dry brick pitching in floors, drains etc. including stacking serviceable material and disposal of unserviceable material with in 50 metes lead	1.800	cum
2	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50 m and lift up to 1.5 m, disposed earth to be levelled and neatly dressed. All kinds of soil	52.200	cum
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering – All work up to plinth level: 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size)	5.801	cum
4	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement – All work up to plinth level: 1:1:5:3 (1: cement 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	19.122	cum
5	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor five level excluding cost of centering, shuttering, finishing and reinforcement: 1:1:5:3 (1 cement: 1.5 coarse sand: 3 graded stone aggregate 20 mm nominal size)	2.785	cum
6	Centering and shuttering including strutting, etc. and removal of form for: Foundations, footings, bases of columns, etc. for mass concrete	31.320	sqm
7	Centering and shuttering including strutting, etc. and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts	46.401	sqm
8	Steel reinforcement for R.C.C work including straightening, cutting, bending, placing in position and binding all complete up to plinth level thermo – Mechanically Treated bars of grade Fe-500D or more	775.10	kg
9	Steel work in built up G I tubular ( round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete	5,177.355	kg
10	Steel work for purling/ single section with G I pipes including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc.	1,087.240	kg
11	Providing and fixing precoated galvanized iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+0.05%), total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length up to 12 meter	525.400	sqm

	or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling/self tapping screws of size (5.5x55mm) with EPDM seal, complete up to any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shapes wherever required		
12	Applying priming coat: with ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanized iron/steel works	840.757	sqm
13	Finishing with Deluxe Multi surface paint system for interiors and exteriors using primer as per manufactures specifications: Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 sqm overran under coat of primer applied @ 0.80 ltr/ 10 sqm of approved brand and manufacturer	315.357	sqm

Price Schedule

S.No	Technical Specifications	Estimated Qty	Unit	Rate per Unit inclusive of GST (INR)	Total Amount (including GST) (INR)
1	Demolishing dry brick pitching in floors, drains etc. including stacking serviceable material and disposal of unserviceable material within 50 metres lead	1.800	cum		
2	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50 m and lift up to 1.5 m, disposed earth to be levelled and neatly dressed. All kinds of soil	52.200	cum		
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering – All work up to plinth level: 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size)	5.801	cum		
4	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement – All work up to plinth level: 1:1:5:3 (1: cement 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	19.122	cum		
5	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor five level excluding cost of centering, shuttering, finishing and reinforcement: 1:1:5:3 (1 cement: 1.5 coarse sand: 3 graded stone aggregate 20 mm nominal size)	2.785	cum		
6	Centering and shuttering including strutting, etc. and removal of form for: Foundations, footings, bases of columns, etc. for mass concrete	31.320	sqm		
7	Centering and shuttering including strutting, etc. and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts	46.401	sqm		
8	Steel reinforcement for R.C.C work including straightening, cutting, bending, placing in position and binding all complete up to plinth level thermo – Mechanically Treated bars of grade Fe-500D or more	775.10	kg		
9	Steel work in built up G I tubular ( round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete	5,177.355	kg		
10	Steel work for purling/ single section with G I pipes including cutting, hoisting, fixing in position and applying a priming coat of	1,087.240	kg		

	approved steel primer, including welding and bolted with special shaped washers etc.				
11	Providing and fixing precoated galvanized iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+0.05%), total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length up to 12 meter or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling/self tapping screws of size (5.5x55mm) with EPDM seal, complete up to any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shapes wherever required	525.400	sqm		
12	Applying priming coat: with ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanized iron/steel works	840.757	sqm		
13	Finishing with Deluxe Multi surface paint system for interiors and exteriors using primer as per manufactures specifications: Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 sqm overran under coat of primer applied @ 0.80 ltr/ 10 sqm of approved brand and manufacturer	315.357	sqm		
<b>Total Amount (figures)</b>					
<b>Total Amount (words)</b>					

Important Note: The unit price includes transportation charges, installation and GST.

**LETTER OF ACCEPTANCE  
CUM NOTICE TO PROCEED WITH THE WORK**

**(LETTERHEAD OF THE EMPLOYER)**

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

To: \_\_\_\_\_ [Name and address of the Contractor]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your quotation dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the contract price of Rupees \_\_\_\_\_ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. \_\_\_\_\_ (equivalent to 5% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of ..... (Employer) shall be valid till the expiry of the period of maintenance i.e. upto \_\_\_\_\_. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than \_\_\_\_\_ under the instructions of the Engineer, \_\_\_\_\_ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature  
Name and title of Signatory**

## Draft Agreement

This deed of agreement is made in the form of agreement on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ 2020 \_\_\_\_, between the \_\_\_\_\_ (Employer) or his authorized representative (hereinafter referred to as the first party) and \_\_\_\_\_ (Name of the Contractor) address \_\_\_\_\_ (hereinafter referred to as the second party), to execute the Civil work \_\_\_\_\_ (hereinafter referred to as works) on the following terms and conditions.

### 2. Cost of the Contract

The total cost of the works (hereinafter referred to as the "total cost") is Rs. \_\_\_\_ as reflected in Attachment - II.

### 3.1 Payments under its contract:

Payments to the second party for the construction work will be released by the first party in the following manner:-

(i) Mobilization advance: : 25% of total cost

On signing of agreement and submission of bank guarantee/FDR of 100 % of amount (format at Attachment-IX) to be kept valid till 45 days beyond the completion period

(ii) On completion of work and : 100% of the total cost  
after certification of the invoice from which the  
by the nodal officer mobilization advance will  
be adjusted

### 3.2 Payments at each stage will be made by the first party:

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the Nodal officer nominated by the first party

### 4. Notice by Contractor to Nodal officer

The second party, on the works reaching each stage of work , issue a notice to the first party or the nodal officer nominated by the first party (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 for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the nodal officer nominated by it, will ensure issue of stage completion certificate after due verification.



## **5. Completion time**

The works should be completed in 20 days from the date of issue of LoA. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:
- a) The first party does not give access to the site or a part thereof by the agreed period.
  - b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
  - c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
  - d) Payments due to the second party are delayed without reason.
  - e) Certification for stage completion of the work is delayed unreasonably.

## **7. Liquidated Damages**

Any wilful delay on the part of the second party in completing the works within the stipulated period will render him liable to pay liquidated damages. @ Rs. 500 per day which will be deducted from payments due to him. The first party 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.

## **8. Duties and responsibilities of the first party**

- 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The nodal officer or such other person as may be authorized by the first party shall hold meeting where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5 The nodal officer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the nodal officer. If the deviations are not rectified, within the time specified in the nodal officer's notice, the first party as well as the nodal officer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the nodal officer to have the deviations rectified at the cost of the second party.

## **9. Duties and responsibilities of the second party**

### **9.1** The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
  - b) employ suitable skilled persons to carry out the works ;
  - c) regularly supervise and monitor the progress of work ;
  - d) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
  - e) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
  - f) keep the first party informed about the progress of work ;
  - g) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
  - h) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

## **10. Defect Liability Period**

“ Period of Maintenance” for the work is Three months from the date of taking Over of possession. During the period of maintenance, the second party will be responsible for rectifying any defects in the construction work free of cost to the first party.

## **11. Variations / Extra Items**

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, only variation upto 10% in respect of value will be allowed on the same rates and terms and conditions of original contract. If any variation / additional work is required to be done, it would be done after issue of Amendment order by SICOM office.

## **12. Securities**

The Performance Security of 5 % of contract price shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the Defect Liability period.

### **13. Termination**

**13.1** The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

**13.2** Fundamental breach of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the nodal officer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the nodal officer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the nodal officer;
- (d) the Contractor does not maintain a security which is required;

**13.3** Notwithstanding the above, the Employer may terminate the Contract for convenience.

**13.4** 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 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 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**

Notwithstanding the provisions of CC Clauses 13 & 14 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**

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.

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 to be appointed by the first party. 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.

**17. Jurisdiction of Court**

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

In witness whereof parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed & Stamped----- (Employer)

Signed & Stamped----- (Contractor)

**Format of certificate (by Nodal officer)**

Certified that the Civil works for ----- at -----  
----- have been executed in accordance with the approved drawing and technical specifications.

Name & Designation

Place :

Date :

Signature  
(Official address)

Office seal

**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 ..... 201...

Date .....

Signature and seal of Guarantors

Address:.....

.....

**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]*

**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").

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, , 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, 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.

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*[signature(s)]*



**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, subclause 3.1 (i) ("Mobilization advance ") of the above-mentioned Contract, \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee]<sup>1</sup> \_\_\_\_\_ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: \_\_\_\_\_  
Name of Bank/Financial Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_

1 An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

QUOTATION

Description of the Works:

To:

Subject : Civil Works of .....  
.....

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith a total Contract Price of -

Rs.\*\* \_\_\_\_\_ [ in figures ]

Rs. \_\_\_\_\_ [ in words ].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

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 arrangements with the competitors.

We hereby confirm that this quotation is valid for 45 days as required in Clause 8 of the Instructions to Bidders.

We have not been debarred/removed from approved lists/(dealings suspended) by the Central/State Governments or by the World Bank.

Yours faithfully,

Authorized Signature : Date: \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_