

# GOVERNMENT OF PUNJAB

## WATER RESOURCES DEPARTMENT

### STANDARD BIDDING DOCUMENT For

Third Party Independent Techno-  
Financial Audit for the works :

Sr No	Name of work	Estimate Amount	Tendered Amount
1	Laying Pipe line 600mm dia RCC NP2 (6300 Ft.) to drain out flood water from low lying area of village Bam.	19090290	18957348
2	Laying Pipe line 600mm dia RCC NP2 (14000 Ft.) to drain out flood water from low lying area of Village Lakhmireana.	39052000	36976393
3	Laying Pipe line 600mm dia RCC NP2 (18000 Ft.) to drain out flood water from low lying area of village Chak Chibranwali and Khunan Kalan.	48643928	46210196
4	Laying Pipe line 600mm dia RCC NP2 (9000 Ft.) to drain out flood water from low lying area of village Rathrian.	21836823	19604008
5	Laying Pipe line 600mm dia RCC NP2 (400 Ft.) to drain out flood water from low lying area of village Sheranwali (Kuttianwali).	890798	939759
6	Construction of Inlet on Fatehpur Manina Wala Field drain.	5411051	6052812
7	Strengthening/Repair of weak Protection Bundh of Mehrajwala Drain RD 40771-64900 And Dhigana Drain RD 0-4380.	3464817	3076345
	<b>Total</b>	<b>138389707</b>	131816861

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**WATER RESOURCES DEPARTMENT**

**BIDDING DOCUMENT**

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	<b>Total</b>	<b>138389707</b>	<b>131816861</b>

Time Limit for Completion : 15 days

Bid Security : **Rs. 2% of Estimate Amount**

Cost of Estimate : 9.82 Lacs.

Cost of Bid Document : Rs:- 2000/-

Executive Engineer,Sri Muktsar Sahib  
 Drainage-Cum- Mining & Geology  
 Division WRD,Punjab

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## **SECTION A**

### **INVITATION FOR BIDS (IFB)**

**GOVERNMENT OF PUNJAB**  
**DEPARTMENT OF WATER RESOURCES**

**NOTICE INVITING ON-LINE BIDS**

E-Tendering Notice No. 53/8A

Dated -25.01.2024

1. On behalf of the Governor of Punjab, **Executive Engineer/Sri Muktsar Sahib, Drainage Cum Mining & Geology Division, WRD, Punjab** invites bids from eligible bidders through E-Tendering Process on Contract/Agreement basis for the Construction of work detailed in the following table.

Sr.No	Name of Work/ Works/ Work	Bid Security/ Earnest Money(In Rs.)	Cost of document / Tender Fee (Rs.)	Period of completion	Approx. value of the Work/ Work (Rs. In lacs)
1	2	3	4	5	6
1	Laying Pipe line 600mm dia RCC NP2 (6300 Ft.) to drain out flood water from low lying area of village Bam.	2% of the Estimate Amount	2000/-	15 days	142180/-
2	Laying Pipe line 600mm dia RCC NP2 (14000 Ft.) to drain out flood water from low lying area of Village Lakhmireana.	2% of the Estimate Amount	2000/-	15 days	277323/-
3	Laying Pipe line 600mm dia RCC NP2 (18000 Ft.) to drain out flood water from low lying area of village Chak Chibranwali and Khunan Kalan.	2% of the Estimate Amount	2000/-	15 days	346576/-
4	Laying Pipe line 600mm dia RCC NP2 (9000 Ft.) to drain out flood water from low lying area of village Rathrian.	2% of the Estimate Amount	2000/-	15 days	147030/-
5	Laying Pipe line 600mm dia RCC NP2 (400 Ft.) to drain out flood water from low lying area of village Sheranwali (Kuttianwali).	2% of the Estimate Amount	2000/-	15 days	5639/-
6	Construction of Inlet on Fatehpur Manina Wala Field drain.	2% of the Estimate Amount	2000/-	15 days	45396/-
7	Strengthening/Repair of weak Protection Bundh of Mehrajwala Drain RD 40771-64900 And Dhigana Drain RD 0-4380.	2% of the Estimate Amount	2000/-	15 days	18458/-

**2. Important dates are as under:**

Sr. No.	Events	Date	Time
1.	Document Sale Start Date	26.01.2024	9.00 AM
3.	Bid Submission Start Date	26.01.2024	10.00 AM
4.	Bid Submission End Date	16.02.2024	10.00 AM
5.	Technical Bid Opening Date	16.02.2024	12.00 PM
6.	Pre Bid Meeting	09.02.2024	11.00 AM
7.	Financial Bid Opening Date	To be intimated later on	
8.	Place of Opening of Bid	Office of Executive Engineer/Sri Muktsar Sahib, Drainage Cum Mining & Geology division, WRD Punjab.	

Section 1 – Invitation for Bids

3. The Bidding Documents can be downloaded from website: <https://eproc.punjab.gov.in>. The document downloaded from website should not be tempered, and if any such tempering is detected before or after the opening of bids, the bidder shall be debarred for a period of 6 months.
4. The bidders should have the necessary Portal enrolment with his/her own DigitalSignature Certificate (DSC).
5. The bidders should keep checking the website for any **addenda/corrigenda** to the notice/bidding documents till the date of on-line submission of bids, and the bidder should incorporate the same in his bid documents.
6. The cost of the bidding documents/Tender Fees (non-refundable) should be paid online through Net Banking at portal <https://eproc.punjab.gov.in>.
7. Bid Security/Earnest Money Deposit (EMD) of the amount specified for the Work/Work (s) in the table above should be paid online through Net Banking at portal <https://eproc.punjab.gov.in>
8. Bid(s) must be submitted online through an e-portal <https://eproc.punjab.gov.in> before the time specified in the table above (as per server clock). The department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc. for online bids.
9. Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the bill of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen on website <https://eproc.punjab.gov.in> and scanned copies of the required documents and information as per section-2 (Formats & Annexure) should be attached in the Technical Bid as prescribed in the SBD.
10. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post/E-mail/courier.
11. Standard Bidding Documents (SBD) is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the SBD. The bidders, who disagree on the conditions of SBD, cannot participate in the tender.
12. Technical Bids will be opened on-line on the day & time as specified in the above table, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

13. Bid(s) once submitted online cannot be resubmitted or withdrawn.
14. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
15. The undersigned has the right to accept or reject any or all bids without assigning any reason.

Executive Engineer,Sri Muktsar Sahib  
Drainage-Cum- Mining & Geology  
Division WRD,Punjab

## **SECTION B INSTRUCTIONS TO BIDDERS**

**(ITB)**

## SECTION B: INSTRUCTIONS TO BIDDERS

### 1. SCOPE OF BID

The Employer (named in Appendix to ITB) invites bids for the Work and (as defined in these documents and referred to as "the Work") detailed in the table given in IFB.

The successful bidder will be expected to complete the Work by the intended completion date specified in the Contract Data.

Throughout these bidding documents, the terms „bid“ and „tender“ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc) are synonymous.

### 2. AUTHORITY, & SOURCE OF FUNDS

The Department of Water Resources is mandated to undertake such works under the Rules of Business, Government of Punjab.

The expenditure on this Work will be met from the funds to be provided to the Department by the Government of India under CSS Scheme.

The Department of Water Resources Department shall not be responsible for non-release or delayed release of funds by the Department of Finance. No interest shall be paid for delayed payment.

### 3. ELIGIBLE BIDDERS

This *Invitation for Bids* is open to establish and reputed contracting agencies who fulfill the requirements laid down in Clause 4 of ITB.

All bidders shall provide in Section 2- Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly, or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Work or being proposed as Work Manager for the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

The bidder could be an individual, Limited Company/ corporation, Proprietary firm, Partnership etc. However Consortium or Joint Venture Companies are not allowed to bid for the Work(s) listed in the Table given in IFB.

### 4. QUALIFICATION OF THE BIDDER.

Qualification criteria will remain same as decided by the Govt. of Punjab, Department of Finance in Terms of Reference (ToR) for empanelment of special third party independent Techno Financial Audit vide notification Memo No. 10/98-17-PE4/1471593/1 dated 30/04/2019

### 5. Scope of Work:-

The Auditor Shall carry out the scope of work including but not limited to:

#### I. Scope of work (Technical Audit)

- Independent Quality control over material and construction activity during execution of works.
- Conduct independent review, and Audit of specific projects.
- The period of technical / financial audit will be .....
- Carry out all quality control tests and to recommend suitable corrections etc. as required for works of the desired quality standards.
- The consultant shall monitor the quality of works in a time bound manner to ensure that these works are executed as per the approved designs, drawings specifications, sound construction procedures/practices and good workmanship. Consultant will ensure the quality of works as per approved designs, drawings and specifications.
- During site visits the consultants will perform field's tests.
- The tests will be carried out as laid down in the IS Codes/ Government Manuals, Punjab PWD Specification/ Quality Control Protocol Manual of the concerned Department/

contract agreement of the project for a particular type of work. The number of samples/tests to be conducted shall be 10% of the number of tests done by the contracting agency & audited by the project specific independent Quality Control Consultant /Department Engineer or authorized PMC. The Testing shall be done in the NABL certified laboratory. The payment of such tests shall be reimbursed by State Government. Water Resource Department concerned Division to the consultant on submission of claim and test report.

- To make own arrangements to convey the sample to the Laboratory.
- Apart from field Test it is incumbent on the consultant to assess the requirement to ensure the quality of materials as per specifications and codal provisions and to undertake laboratory test form Accredited NABL laboratories or as desired in consultations with the department for particulars material
- Consultant will provide report of field test performed with in week of visiting the site.
- Reports of laboratories test if any will be sent to the employer by the consultant with in a week of completion of test.
- The consultant will take sealed sample of material item at work site.
- Any deviations in the quality of the construction the materials, construction equipment, non-adherence to the specifications or methodology or deviations in sampling of performance test.
- In case of failure to submit desire reports, reports will be treated as no work.
- For ongoing projects, at least minimum three visits will be made to the project site the site visits to be planned in consultation with the Administrative Department.

## **II. Scope of Work (Financial Audit):**

The Scope of Service shall include and will not be limited to the following-

- To conduct financial audit of the projects including but not limited to submission of fund inflow & outflow reports, fund utilization reports, fund diversion report, interest accrued on idle funds and comments/observation on the accounting records, system and controls adopted by the Govt. Agencies, Etc. Audit shall be to scrutinize overall fund requirements, funds received and major expenses i.e. payment to the contractor and supplier etc. However, overall share of petty expensed in the project shall be reported as percentage of project value.
- To examine and bring out reason attributable to increase in project cost in conducting the financial audit special attention shall be paid to the following:-
- Whether payments have been released to the contractor/executing agency by following GFR, Financial rules of the Department/ State Government, Contract Schedule, adhering and after addressing to rectification of defects pointed out by projects specific independent Quality Control Consultant/ Department Engineer or authorize PMC, is Carried out by the contractor.
- All funds including received by ULB shall only be used in accordance with the conditions of the relevant contract agreements as per the estimates approved.
- The audit will certify that the allocated funds have been provided and used in accordance with the relevant contract agreements and only as per the Estimates approved. The role shall be limited to actual payment made to the contract agencies and suppliers through running/final bill as any other expenditure incurred under the projects head.
- To examine all necessary supporting documents, records & accounts of all project transactions including expenditures reports, & accounts of all project transaction including expenditures reports and bring out clear linkages and discrepancies between the books of accounts.
- To check that the project accounts have been prepared in accordance with the accounting principles defined in the applicable accounts code and give a true and fair view of the financial position of the projects with resources and expenditures utilized in the project.
- Whether Goods and Services financed have been procured in accordance with the government procurement procedure and applicable accounts code.
- Review and report on financial performance of contractors under the project with respect to commercial terms and conditions, i.e. performance with respect to clauses such as Guarantee/Warranty, effects-liability, licenses, bank guarantee, insurance, payment schedule, taxes, dispute resolution mechanism, etc.
- Highlight and report on enforcement of critical financial terms and conditions of the project that has an impact on time and cost overrun.
- Suggest remedial measures to improve financial performance. Where ineligible expenditure is identified as having been included, these should be separately noted

by the auditor.

- Audit report on the projects financial statements/consolidated Financial statement should be prepared in accordance with the Auditing Standard promulgated by the institute of chartered Accounts of India:-
- Whether the adequacy of systems for project related financial management.
- Review documents related to claim for payments and payments made by the Department.
- Report on utilization of funds in verification with bank reconciliation statements.
- Remedial measures to improve financial progress of the project.
- Report any major variation in overall project cost, due to changes in the bill of quantities as per contract agreement.

### **III. Scope of work (Procurement Audit)**

The scope of services shall be to examine and report whether transparent procedure had been adopted while awarding the works, providing variations, escalations, price adjustments, increase in scope of work, etc. Project specific discrepancies shall be broughtout and to be reported with reference to any financial or other loss to the State Exchequer.

#### **6. Executions of Audits:-**

The audit shall be executed as per work plan proposed by the auditor and agreed by the department in response to this project specific TOR.

Schedule of payment & Timelines and deliverables shall be as Para 12 A and 12 B of the RFE document (or as given below if the department wants different timelines and payment schedule) the timelines of completed project shall be 90 days unless specified in the projects specific ToR. The time lines for the ongoing projects shall be decided by the department and Auditor based on time required to complete the work. The total payment to the auditor shall be as below:-

S No.	Name of Work	Cost (Estimated cost for ongoing and final cost for completed)	Ongoing/Completed	Rate as Quoted negotiated by the agency at the time of empanelment.	Amount to be paid to consultant
1	Laying Pipe line 600mm dia RCC NP2 (6300 Ft.) to drain out flood water from low lying area of village Bam.				
2	Laying Pipe line 600mm dia RCC NP2 (14000 Ft.) to drain out flood water from low lying area of Village Lakhmireana .				
3	Laying Pipe line 600mm dia RCC NP2 (18000 Ft.) to drain out flood water from low lying area of village Chak Chibranwali and Khunan Kalan.				

4	Laying Pipe line 600mm dia RCC NP2 (9000 Ft.) to drain out flood water from low lying area of village Rathrian.				
5	Laying Pipe line 600mm dia RCC NP2 (400 Ft.) to drain out flood water from low lying area of village Sheranwali (Kuttianwali) .				
6	Construction of Inlet on Fatehpur Manina Wala Field drain.				
7	Strengthening/Repair of weak Protection Bundh of Mehrajwala Drain RD 40771-64900 And Dhigana Drain RD 0-4380.				

#### 7. Selection of Auditors:-

The selection of auditor shall be done by the committee formed by the client as per Quality based selection (QBS) procedure as detailed below. The committee shall be consisting of the following members:-

- .....
- .....
- .....
- .....

The following evaluation criteria and sub criteria shall be followed  
 Sample Evaluation Criteria and Sub Criteria  
 (The marks may be decided as per requirement.)

	Criteria	Sub Criteria
1	Specific experience of the consultants relevant to the assignment -30 marks Note: The department may give the projects details for which specific experience is to be considered	-
2	Adequacy of the proposed methodology and work plan in responding to the TOR- 20 marks	<ul style="list-style-type: none"> <li>• Technical approach and methodology-5 marks</li> <li>• Works plan -5 marks</li> <li>• Organization and staffing (give details/list of sub key personnel to be deployed in the project) -10 marks.</li> </ul> <p>Note:- The number of sub criteria may be increased , depending on the characteristics of the assignment. The marks may be decided as per requirement.</p>
3	Key professional staff qualifications and competence for the assignment. -50 Marks.	<ul style="list-style-type: none"> <li>• General qualifications --20 marks</li> <li>• Adequacy for the assignment - 60 Marks</li> <li>• Experience in the region and language -20 marks</li> </ul>

**Key staff Evaluation:** The Key staff evaluation shall be done as follows

		Total marks	Qualification 20%		Adequacy assignment 60%		Experience in the similar assignment 20%	
			Max marks	Mark Obtained	Max marks	Mark Obtained	Max marks	Mark Obtained
1	Team Leader	20	20% of 20) 4 marks		(60% of 20i.e. 12 marks)		20% of 20) 4 marks	
2	Financial Expert	15	20% of 15) 3 marks		(60% of 15 i.e. 9 marks)		20% of 15) 3 marks	
3	Procurement expert	15	20% of 15) 3 marks		(60% of 15 i.e. 9 marks)		20% of 15) 3 marks	
	Total	50						
	Grand total of marks Obtained							

The Auditor shall propose the list of sub key personnel as per his requirements in the work plan however CVs of only three key personnel shall be evaluated.

The department may add the key professionals as per requirement. Note:

- 1) Copies of the reports, both in hard & soft for, will be provide by the Auditor firm andas requested from time to time.
- 2) Comments/suggestions/modifications/amendment/approvals, if any, on the reports submitted would be conveyed to the Transactions Advisor within 15 days (subject to the availability of the competent authority).
- 3) All the reports to be submitted should be duly vetted by the Team leader of Auditor firm.
- 4) Auditor firm shall be given the name (s) and CVs of the Key Personnel to be engaged for the project in the prescribed format.

**8. Arrangements and Procedure for Auditing:-**

All the project document, copy of agreement and relevant papers and any other information related to the project and deemed necessary by the auditor for carrying out audit shall be provided to the Auditor.

The Auditor would be provided copies of the project implementation Plan (i.e. CPM/PERT Chart) the quality guidelines Manual, and Financial Management Manuals, Guidelines, policies and procedures, they shall be provided with relevant Punjab Govt./GOI policies and guidelines. The Auditor would be provided safe access to the project site, project offices, and shall be facilitated with taking sample and checking of records.

**9. General Conditions-**

- 1) Authority reserves to the right to annual the bidding process without citing any reason thereof
- 2) All the costs pertaining to evaluation of the ToR and Submission of proposals shall be borne by Auditor firm themselves.
- 3) The authority reserves the right to reject the offer in case:
  - Non-responsiveness i.e. not meeting with the submission criterion or on being incomplete or
  - In case of any conflict of interest of Consultant or
  - Consultant being unable to meet out its financial liabilities and becomes insolvent/bankrupt.
- 4) General condition of contract & special condition of contract will remain same as defined in Punjab Transparency in Public Procurement Act-2019 & Punjab Transparency in Public Procurement Rule -2022, if there is any discrepancy between the provision of the Act and the Rule and this bid to selected agency the provision of the act and the rule shall prevail.
- 5) NIT floated in this tender is part of this contract.
- 6) Government law, code of integrity and fraudulent practice procedure for settlement of dispute, liquidity damaged, force measure, termination will be applicable as per Punjab Transparency in Public Procurement Act -2019 & Punjab Transparency in Public Procurement Rule – 2022 preparation of bidding document.
- 7) Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney to the signatory of the Bid to commit the Bidder;
- 8) List of similar works completed during previous years duly supported with performance certificate from authority for whom work has been completed and information shall include name of work, estimated cost, date of start and date of completion;
- 9) Qualifications and experience of key site management and technical personnel proposed for Contract;
- 10) Reports on financial standing of the Bidders, such as profit and loss statements and auditor's reports for the past five years;
- 11) *In addition, each bidder shall submit the following information for his qualification :*
  - (a) Copy of Permanent Account Number (PAN) issued by Income Tax department;
  - (b) Affidavit of not having been debarred/black-listed by any Govt. /Semi Govt. Organization/Corporation at any stage;
  - (c) Affidavit that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage;
  - (d) GST Registration Number (TIN) issued by concerned department;
  - (e) EPF registration certificate from Provident Commissioner;

## 10. Pre Bid meeting

Pre-bid meeting will be held on ----- the pre-bid queries, if any should be submitted before pre-bid meeting or at the time of pre-bid meeting.

Submission of Bids and Power-point Presentation

Auditor firms are requested to submit their total Technical bid in favour of -----

----- by ----- date. Formats for submission of Technical Bid are enclosed herewith, A PowerPoint presentation of salient points of technical bid shall be submitted before the committee on-----

## 11. Termination clause

The State Government/Administrative Department/Public Infrastructure Agency reserves the right to terminate the services of the selected Auditor form at any stage, Upon termination of the Services with the Auditor remuneration for services, satisfactorily performed prior to the termination of the services shall be paid as per payment schedule, No other fee/Charges shall be payable.

~~The Approved rates to be paid to the firm are as detailed below~~

<del>Sr No</del>	<del>Project Cost</del>	<del>Fee for completed works (in terms of % of Project Cost)</del>	<del>Fee for ongoing / to be completed works (in terms of % of Project Cost)</del>
<del>1</del>	<del>Project cost upto Rs. 10 Cr.</del>	<del>0.6</del>	<del>0.8</del>
<del>2</del>	<del>Rs. 10 cr to Rs. 30 cr</del>	<del>0.6</del>	<del>0.8</del>
<del>3</del>	<del>Rs. 30 cr to Rs. 100 cr</del>	<del>0.45</del>	<del>0.8</del>
<del>4</del>	<del>Project cost more than Rs. 100 cr</del>	<del>0.40</del>	<del>0.7</del>
<del>GST extra as applicable</del>			

## 12. Deliverables

All the deliverables shall be the property of the mandating authority at its sole discretion. However, Auditor shall be responsible for all the information provided under the deliverables. A copy (hard and soft) along with Executive Summary of each of the deliverable shall be submitted to Executive Engineer. ~~by the Auditor to PIDB for information.~~

## 13. Work Plan and Methodology

The proposed methodology and work plan shall be described as follows:

- 1) Understanding of the Assignment (Not more than two pages). The applicant shall be clearly state its understanding of the project specific TOR and also highlight its important aspects.
- 2) The Applicant may supplement various requirements of the project specific TOR and also make precise suggestion if it considers this would bring more clarity and assist in achieving the objectives laid down in the TOR.
- 3) Methodology and work plan (not more than three pages). The applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR.
- 4) The applicant will be submit a brief write up on its proposed team including sub key personnel and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal.
- 5) The Applicant should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Consultancy Services.

## 14. ONE BID PER BIDDER

Each bidder shall submit only one bid for one Work/package. A bidder who submits or participates in more than one Bid (otherthan as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**15. COST & SUFFICIENCY OF BIDDING**

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

The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid information for the works and of the rates and prices given in the relevant Schedule or quoted by him, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

**16. SITE VISIT**

The bidder at his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Work(s) and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract.. Nothing extra charges consequent on any misunderstanding or otherwise, shall be allowed.

The bidder may reassure himself at his own cost about the strata/soil properties at the site. The Employer shall not be responsible for any variation in soil strata from that given in this document.

## C. PREPARATION OF BIDS

### 1. LANGUAGE OF THE BID

All documents relating to the Bid shall be in the English Language.

### 2. The Bidder shall get himself registered with the service provider on website: <https://eproc.punjab.gov.in> & Documents Comprising the Technical and Financial Bid

**The Bid submitted by the Bidder shall be in two separate parts:**

**Part I: shall be named “Techno-Commercial Bid” and shall comprise of:**

(a) Documents towards qualification: -

- (i) Bidding document as per Clause 4.
- (ii) Qualification Information and supporting documents as specified in Clause 4.
- (iii) Certificates, undertakings, affidavits as specified in Clause 4.
- (iv) Any other information pursuant to Clause 4 of these instructions.

**Part II: shall be named “Price Bid” and shall comprise:**

- (i) Form of Price Bid ;
- (ii) Schedule of Prices; Bid amount of Items of Works as specified in tender form both in words and figures.

### 3. Bid Price

The contract shall be for the whole work as described based on the Bill of Quantities given in the document.

~~The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the work described in the bill of quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the employer when executed and shall be deemed covered by the other rates and price in the bill of quantities.~~

All duties, taxes, Cess, Royalties and other levies as applicable on the date of bidding are payable by the Bidder under the Contract shall be included in the rates, prices and total bid price submitted by the bidder.

~~The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of the conditions of contract.~~

### 4. CURRENCIES OF BID AND PAYMENT

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

### 5. BID VALIDITY

Bids shall remain valid for a period not less than 120 days (One Hundred Twenty days) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Engineer as non- responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

In exceptional circumstances, prior to expiry of the original time limit, the Engineer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by Email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

## **6. BID SECURITY (EARNEST MONEY)**

The bidder shall furnish, as part of his Bid, a Bid security (earnest money) in the amount as shown in appropriate column of the table of IFB for this particular Work. Bidder shall furnish bid security through <https://eproc.punjab.gov.in>

Any bid not accompanied by an acceptable Bid Security and not secured shall be rejected by the Engineer as non-responsive.

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.
- c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement
- d) Furnish the required Performance Security.

## **7. ALTERNATIVE PROPOSALS BY BIDDERS**

Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract ~~(including mobilization advance or time for completion, basic technical parameters and requirements as indicated in the drawing and specifications)~~. Conditional offers will not be considered further in the process of tender evaluation.

~~Bidders shall have to furnish the detailed design and working drawings consistent with the basic technical parameters and requirements indicated in the bidding documents, if asked for. Further, he shall obtain technical approval of the Chief Engineer for the design and drawings of each component of the structure in the manner prescribed in the Conditions of Contract and the Technical Conditions. The organization preparing the detailed design and working drawings must be empanelled with Ministry of Water Resources, Central Water Commission, / Ministry of Road, Surface Transport & Highways, Government of India or should have experience of rendering similar services in Punjab PWD IRRIGATION for at least five Works costing not less than Rs. 2.00 crores at current prices.~~

## **8. Format and Signing of Bid**

The Bidder shall prepare & upload documents comprising the Bid of these Instructions to Bidders described in Clause 4 and form format containing the "Techno-Commercial Bid"

and "Price Bid" in separate parts.

## **D. Submission of Bids**

### **1. Uploading of Bids**

The Bidder shall upload the Bid on the website <https://eproc.punjab.gov.in> as per clause of the Instructions to Bidders.

### **2. Deadline for the Submission of the Bids**

Complete Bids (including Techno-Commercial Bid and Price Bid) shall be uploaded on the website <https://eproc.punjab.gov.in> not later than the date & time. In the event of the specified date for the submission of Bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for uploading of Bids by issuing an amendment in which case all rights and obligations of the Employer and the Bidders, previously subject to the original deadline will then be subject to the new deadline.

### **3. The electronic bidding system would not allow any late submission of bids after due date and time.**

## **E .BID OPENING AND EVALUATION**

### **1. BID OPENING**

A Tender Processing Committee (TPC) will open all the bids received (except those received late). The bids shall be opened in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix to ITB in the manner specified in Clause ..... and ..... In the event of the specified date of Bid opening being declared a holiday for the Engineer, the Bids will be opened at the appointed time and location on the next working day.

The Qualification Information/ "Technical Bid" shall be scrutinized first.

- (i) Subject to confirmation of the Bid security by the issuing Bank, the Bids accompanied with valid Bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished with the Bid for qualification of Bidders.
- ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary with respect to any rectifiable defects.
- iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.
- iv) On receipt of these clarifications, the Bid Evaluation Committee will finalize the list of responsive Bidders whose Price Bids are eligible for consideration.

The Price Bids of only those Bidders will be opened whose Bids are found responsive. The remaining Bids will not be opened.

### **2. PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Engineer's processing the Bids, or award decisions may result in the rejection of his bid.

### **3. CLARIFICATION OF FINANCIAL BIDS.**

To assist in the examination, evaluation, and comparison of Bids, the Engineer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of the item rates / Bid Price. The request for clarification and the response shall be made by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

If clarification is not provided within the stipulated time period, the Bid will be declared non- responsive.

No Bidder shall contact the Engineer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

Any effort by the Bidder to influence the Engineer in the Engineer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders bid.

### **4. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

During the detailed evaluation of Qualification Information/"Technical Bids", the Engineer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4 ; (b) documents has been properly signed; (c) is accompanied by the required securities and; (d) is substantially and unconditionally responsive to all the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid" the responsiveness of the bids will be further determined with respect to the remaining bid conditions.

A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Engineer's right or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If a "Financial Bid" is not substantially responsive, it will be rejected by the Engineer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### **5. CORRECTION OF ERRORS**

"Financial Bids" determined to be substantially responsive will be checked by the Engineer for any arithmetic errors. Errors will be corrected by the Engineer in the following manners:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the bidder in the following manner:
  - a) If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and the increase will be treated as rebate.
  - b) If the bid price decreases as a result of these corrections, the decreased amount will be treated as the bid price.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid Security may be forfeited in accordance with sub-clause

#### **6. EVALUATION AND COMPARISON OF FINANCIAL BIDS**

The Engineer will evaluate and compare only the Bids determined to be substantially responsive with Sub Clause .....

In evaluating the Bids, the Engineer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) .....making any correction for errors pursuant to Clause .....; or
- b) making an appropriate adjustments for any other acceptable variations, deviations and
- c) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with sub clause .....

The Engineer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Engineer shall not be taken into account in Bid evaluation.

The estimated effect of the price adjustment condition under the *conditions of contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

If the Bid of the successful Bidder is seriously unbalanced by more than or less than 25% in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Engineer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal constituency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Engineer may require that the amount of the performance security set forth be increased at the expense of the successful Bidder to a level sufficient to protect the Engineer against financial loss in the event of default of the successful Bidder under the Contract.

## F. AWARD OF CONTRACT

### 1. AWARD CRITERIA

On the recommendation of Engineer and the Superintending Engineer, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price.

### 2. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS

The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and rejects all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### 3. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT/CONTRACT

The Bidder whose bid has been accepted by the Employer will be notified of the award by the Engineer prior to expiration of the Bid validity period by Email. This letter (hereinafter and in the *Conditionsof Contract* called the "Letter of Acceptance") will state the sum that will be paid to the Contractor in consideration of the execution, completion, and maintenance of the Works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price")

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security.

The agreement will incorporate all relevant correspondence between the Engineer and the successful Bidder. It will be signed within 28 days following the notification of award along with the Letter of Acceptance.

Upon the furnishing by the successful Bidder of the Performance Security, the Engineer will promptly notify the other Bidders that their Bids have been unsuccessful.

### 4. PERFORMANCE SECURITY

Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Engineer a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 5% of the Contract Price plus additional security for unbalanced Bids and as stipulated in the conditions of contract:

- a bank guarantee in the form given in Section .....; or
- certified Cheque / Bank Draft as indicated in Appendix.

If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian Bank or (b) a foreign bank located in India and acceptable to the Employer.

Failure of the successful Bidder to comply with the requirements of Sub- clause ..... shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### 5. CORRUPT OR FRAUDULENT PRACTICES

The employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with State PWD(Irrigation Department) and any other Agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

For the purpose of this clause, "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the

procurement process or in contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish contract prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

## **G. Form Format**

## FORMAT (1-1)

### GENERAL INFORMATION

All individual firms and each partner of joint venture bidding for the Work are requested to complete the information in this form. Nationality information to be provided for all owners or Applicant who are partnerships or individually owned firms.

Following information with regard to the nature of your interests in the Firms may also be provided:

- a) Shareholding pattern or percentage of shares held by the individual partners.
- b) Firms interests in other areas of business
- c) If, they represent a group of companies all the relevant details.

Where the Applicant proposes to use named subcontractor(s) for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the subcontractor(s).

<b>1.</b>	<b>Name of firm</b> <b>Place of incorporation / registration</b> <b>Year of incorporation / registration</b>
<b>2.</b>	<b>Head office Address</b> <b>Telephones</b> <b>Fax</b>
<b>3</b>	<b>Name of Contact Person (s)</b> <b>Correspondence Address</b> <b>Telephones</b> <b>Fax</b> <b>E-mail</b>

<b>Nationality of Owners (*)</b>		
<b>Name</b>		<b>Nationality</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		

(\*) To be completed by all owners of partnerships or individually owned firms.

(Applicant)

**FORMAT (1-2) STRUCTURE AND ORGANIZATION**

1.	The Bidder is		
	(a)	An individual	
	(b)	a proprietary firm	
	(c)	a firm in partnership a	
	(d)	Limited Company or	
		Corporation	
2.	Attach the Organization Chart showing the structure of the organization including the name of the Directors, position of directors, position of officers.		
3.	No. of years of experience:		
	(a)	As a Prime Contractor (contractor shouldering major responsibility)	
		i)	In own country
		ii)	other countries (specify country)
	(b)	In a Joint Venture	
		i)	in own country
		ii)	other countries (specify country)
	(c)	As Subcontractor (specify main Contractor)	
		i)	in own country
		ii)	Other countries (specify country)
4.	For how many years has your organization been in business of similar works under its present name?		
6.	Have you ever left the work awarded to you incomplete? (If so, give name of Work and reasons for not completing the work).		
7.	In which fields of civil engineering construction, do you claim specialization and interest		
8.	Give details of your soil and materials testing laboratory, if any (include full range of equipment's available; „make”, year and functional conditions details etc. including present status indicating their availability for the contract (s) being applied for)		
9.	Give details of your experience in similar works.		

**(Applicant/Bidder)**

FORMAT 2-1

ANNUAL TURNOVER

**Name of Applicant**

*All individual firms and all partners of a joint venture are required to complete the information in this form. The information supplied shall be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed. Applicants should enclose testimonials (certified copies of annual reports/, certificates) in support of their claim..*

**Annual Turnover Data**  
(From Construction Works only)( Ref: Clause 4.1)

S.No.	Financial Year	Turnover
1.		
2.		
3.		
4.		
5.		

**Note: In case of turnovers in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on date of signing of the Agreement of work Concerned.**

**(Applicant)**

**FORMAT 2-2****Key personnel for Project specific work**  
**Minimum Key Personnel in a team per assignment / per project shall consist of**

S.No.	Personnel/ Qualification/ Experience	Name	Relevant Qualification	Relevant Experience	Contact Details/ Email	Certified copy of the detailed CV is attached
1	Team Leader M.Tech ( Civil) 15 Years					Page ..... to .....
	Finance Expert MBA (Finance)/ ICWA / CA 5 Years					Page ..... to .....
	Legal Expert/ Procurement Specialist BA LLB The five year experience should be as procurement specialist or in contract management or as legal expert handling the cases.					Page ..... to .....

Name of the Auditor

Signature of the Authorised Person

Name of the Authorised Person

Note : (a) The above key personnel shall be considered for evaluation.

(b) The above key personnel cannot be changed for the audit of completed project

© Auditor, at its own, shall provide list of other / additional key personnel or sub key personnel or sub consultants, which the applicant intends to appoint. However, this list shall not be considered for evaluation.

(d) CV should be signed by the key personnel in original with date and should also be counter certified and verified by the authorized representative of the applicant

**FORMAT 2-3**

**Project Data Sheet for Evaluation and Scoring**

**1. Similar Techno Financial Audit Experience ( Only projects relevant to assignment to be mentioned)**

**Auditor Details**

S. No .	Project Description	Capital Cost (Rs. in crore)	Individuality/JV	Infrastructure Sector	Scope of Audit Services ( Fill Y for Yes and N for No)				Status / Remarks		Supporting Documents	
					Technical	Financial	Contract / Procurement	Quality Control			Client Certificate is at page no .... To ..... to .....	Work Order Letter is at pages .....

**FORMAT 2-4**

**AFFIDAVIT\***

1. I/we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ have abandoned any work under Government of India or Govt. of Punjab nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm 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 .
4. The undersigned understand(s) and agree(s) that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department / Work implementing agency.
5. The undersigned binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the Work, as desired by the employer.
6. The undersigned are not and has never been debarred/lacklisted for contract work by Govt. of Punjab or any other Agency of Government of India or any of the State Governments at any stage.
7. The undersigned has never been convicted by any court of law for any of the offences under any Indian/ foreign laws.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

Title of Office \_\_\_\_\_

Name of Firm \_\_\_\_\_

DATE

\* To be executed on a non-judicial stamp paper.

**FORMAT 2-5**

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s.

---

— would invest a minimum cash upto Rs. \_\_\_\_\_ lacs during implementation of the Contract.

(Signed by an Authorized Office of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

**FORMAT 2-6**

**BID SECURITY (BANK GUARANTEE)**

WHEREAS \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [date] for the construction of \_\_\_\_\_ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of Bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_ \* for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or

(c) does not accept the correction of the Bid Price pursuant to Clause 26.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will not state that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force upto and including the date \_\_\_\_\_ \*\* day after the deadline for submission of Bids as such dead line is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extensions(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 \_\_\_\_\_

SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

(Signature, name and address).

\* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause of the Instructions to Bidders.

\*\* 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

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**FORMAT 2-7**

**PERFORMANCE BANK GUARANTEE**

1. In consideration of the President of India ( hereinafter called "the Government" ) having agreed to exempt \_\_\_\_\_ (herein after called "the said Contractor") from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ contractor do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (Office/Department) Ministry of \_\_\_\_\_ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We, \_\_\_\_\_ further agree that Guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.
6. We, \_\_\_\_\_ further agree with the Government that the Government shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said Contractor, and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation, or

extension being granted to the said Contractor or for any forbearance, act or omission on the part of the government or any indulgence by the government to the said Contractor, or by any such matter or thing whatsoever which under the law retaining to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_ for\_

\_\_\_\_\_  
(Indicate the name of bank)

**FORMAT 2-8**  
**LETTER OF ACCEPTANCE**

To,

(Date)\_\_\_\_\_

(name and address of the contractor)  
\_\_\_\_\_

Dear Sirs,

This is to certify that your bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_  
Rupees \_\_\_\_\_ (\_\_\_\_\_) (amount in  
words and figures) as corrected and modified in accordance with the  
instructions to bidders is hereby accepted by our agency.

We accept/do not accept that \_\_\_\_\_ be appointed  
as the adjudicator. You are hereby requested to furnish performance security,  
in the form detailed in Para 31.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_ within 21 days of

Yours Faithfully, Authorized Signature

Name of title of  
security Name of  
agency

Delete "corrected and or "and modified " if only one of these actions applies  
delete as corrected and modified in accordance with the instructions to  
bidders, if corrections or modifications have not been affected.

To be used only if the contractor disagrees in his bid with the adjudicator  
proposed by the employer in the instructions of bidders"

**FORMAT 2-9**

**AGREEMENT FORM**

**Agreement**

This agreement made the \_\_\_\_\_ Day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of employer) (hereinafter called "the employer") and (Name and address of contractor) hereinafter called "the contractor" or the other part.

Whereas the employer is desirous that the contractor execute \_\_\_\_\_ (hereinafter called "the works") and the employer has accepted the bid by the contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of \_\_\_\_\_ Rs .....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expression shall have the same meanings as are respectively assigned to them in the conditions of contract (hereinafter referred to and they shall be deemed to form and be read and construed as part of this agreement).
2. 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 execute and complete the works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
3. The employer hereby covenants to pay the contractor in consideration of the execution on completion of the works and the remedying the defects wherein contract price or such other sum as may become payable under the provisos of the contract at the times and in the manner prescribed by the contract.
4. The following documents shall be deemed to form and be ready and construed as part of this agreement Viz.
  - a) Letter of acceptance
  - b) Notice to proceed with the works.
  - c) Contractor's bid
  - d) Condition of contract: General and special
  - e) Contract Data
  - f) Additional Condition
  - g) Drawings
  - h) Bill of quantities and
  - i) Any other documents listed in the contract data as forming part of the contract:

In witness whereof the parties there to have caused this agreement to be executed the day and

year first before written

The common seal of \_\_\_\_\_ was hereunto affixed in the presence of  
:

Signed, sealed and delivered by the  
said \_\_\_\_\_

in the presence of :

Binding signature of Employer (on behalf of employer ) \_\_\_\_\_

Binding Signature of Contractor\_\_\_\_\_

**FORMAT 2-10**

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/S ..... agree to abide by this bid for a period \_\_\_\_\_ days from the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

\_\_\_\_\_  
(Signed by the Authorized Officer of the Firm)

\_\_\_\_\_  
( Title of the Officer)