

**Government of Assam
Office of the Directorate of Agriculture
Assam , Khanapara , Guwahati-22**

(Under World Bank financed APART)

**Bidding Document for
Procurement of Civil Works
(Through Request for quotation (RFQ))**

*(Single-Envelope without e-Procurement)
(For Contracts valued less than Rs.65 lakh each)*

Name of Work:	:	Repairing and Renovation of FIAC/BRC building at
Date of issuing the RFQ Document	:	07 /08/2020
Last date of Submission of bids	:	20/08/2020



REQUEST FOR QUOTATIONS (RFQ)

**Procurement of Works under RFQ
(Single-Envelope none e-Procurement Bidding Process)**

PROCUREMENT NOTICE

Project/Scheme: Assam Project for Agribusiness and Rural Transformation (APART)

Name of Works: **Repairing and Renovation of FIAC/BRC building at**

RFQ No : No. Agri/Engg/APART /FIAC/Renovation/4852/2019-20/69

Dated. 05 . 08 .2020

1. Government of Assam (GoA), through the Government of India has received a credit of US\$200 million from the World Bank (W.B.) towards the cost of the "Assam Agribusiness and Rural Transformation Project (APART)" Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this request for quotations is issued.
2. The Agriculture Department , Assam has requested to submit your most competitive quotation for the works enlisted at **Section B , Serial 1**
3. This procurement notice includes the following documents to facilitate preparation and submission of quotations, criteria for qualification, evaluation, and for award of contract; and relevant forms to be filled by the bidders.

i) Layout Drawings of the works;	iv) Qualification Information;
ii) Technical Specifications;	v) Format for Submission of Quotation;
iii) Instructions to Bidders;	vi) Criteria for Evaluation and Award of Contract;
	vii) Relevant Forms; and
	viii) Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

4. Quotations shall be submitted on or before **14-00 hours on 20/08/2020**. Any quotation or modifications to quotation received after the deadline shall not be considered and returned unopened. The Quotations will be opened publicly on **20/08/2020 at 14.30 hours**, in presence of the bidders who choose to attend. The Minutes of the quotation opening will be uploaded in the Department's website.
5. If the employer's office happens to be closed on the date of opening of the Quotations as specified, the Quotations will be opened on the next working day at the same time.
6. Other details can be seen in the RFQ document. A Bidder requiring any clarification of the RFQ document may send a request by email or may visit the office of the implementing agency at the address given below.
7. The time of completion of the work shall be 1 (one) month from the date of award of the Contract

Instructions to Bidders

SECTION - A

1. Scope of Works

The Director of Agriculture , Assam on behalf of State Project Director, ARIAS Society invites quotations for the construction of works as detailed in the table given below

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion & intended completion date
Repairing and Renovation of FIAC/BRC building at (works enlisted at Section B, Serial 1)	<i>Detailed in Section B, Sl. 1.</i>	1 (one) Months

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

2. Qualification of the bidder

2.1. Qualification Information to be provided by the Bidder: the bidder shall provide information on his/her qualification relating to last three financial , which shall include:-

- (a) Total monetary value of works executed by the bidder for each year of the last 3 financial years enclosing certificate(s) from Chartered Accountant;
- (b) List of works (similar to the works described in Para 1) completed satisfactorily by the bidder as a prime contractor during the last 3 years, enclosing certificates from the respective Employers in support of experience claimed along with the Employers' contact numbers;
- (c) Report on bidder's financial standing, along with last 3 years', financial statements/Profit and Loss Statements certified by Chartered Accountant; and
- (d) Details of any litigation, during the last 3 years, in which the bidder is involved, the parties concerned, and disputed amount or award in each case (Give details of both completed and pending cases).

2.2. Qualification Criteria: to qualify for award of the contract, the bidder in the last three financial years :-

- (a) The bidder (together with its sub-contractor, if any) should have achieved a minimum annual financial turnover in any single year (*defined as a billing for works in progress and completed in all classes of civil engineering construction works only*) over the last three financial years amounting to 80 (Eighty) percent of the tendered amount .
- (b) Should have satisfactorily completed as a prime contractor at least one similar work of value not less than 90 (Ninety) percent of the tender amount in the last three years.

3. Eligibility – Conflict of Interest: A Bidder (a) shall not participate in more than one Quotation; (b) shall not have conflict of interest as defined in the Bank's Procurement Regulations (2016, updated in Aug.2018); and (c) should not have been - (i) temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework; or (ii) blacklisted or suspended by Central or any State Government Departments in India.

4. Clarifications & Amendments: If the Employer receives any request for clarification of this RFQ document, it will upload its response together with any amendment to this document, on the department's website for information of all Bidders. Bidders should check on the website of the department, for any amendments to this RFQ document.

5. Quotation Prices

- a) The quotation shall be for construction of the whole works as described in the Estimate , drawings and technical specifications. Corrections, if any, in the quotation shall be carried out by editing the information before submission (Corrections such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid)
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) 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.
- d) The rate should be quoted on percentage basis of the APWD SOR 2013-14 Bldg , Sanitary & Water supply (as per / below/above)

6. Preparation of Quotations

6.1 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.

6.2 Each bidder shall submit only one quotation.

6.3 The Quotation shall comprise the following:

(a) **Complete address** and contact details of the Bidder with the following information:

Name of Firm:
Address for communication:
Telephone No(s): Office:
Mobile No.:
E-mail ID:

(b) **Letter of Quotation:** as per Format given in Section B;

(c) **Authorization:** Power of Attorney of signatory of Quotation; (Signing of Quotations: The person signing the quotation shall sign each & every page of the document).

(d) **Qualifications:**

- (i) **Annual Turnover:** Confirmation showing Annual Turnover in civil engineering construction works of similar nature in the last three financial years;
- (ii) Qualification information and supporting documents relating to similar nature of works executed and payments received;

6.4 Deadline for Submission of Quotations: Quotations must be submitted no later than the deadline for submission of quotations viz. **14-00 hours on 20/08/2020** submission of Quotations.

6.5 Validity of Quotation: Quotation shall remain valid for a period not less than **90 (ninety)** days after the deadline date specified for submission.

7. Quotation Submission: Bidders may submit their sealed envelopes containing the bids by post or by hand or drop in the box earmarked by the Employer. The copies of all the supporting documents shall be signed/ self attested by the Bidder.

8. Opening and Evaluation of the Quotations: The Quotations will be opened publicly on the specified date and time wherein willing bidders may remain present.

(a) The Employer shall examine the quotation to determine whether the quotation (i) has been properly signed; (ii) meets the eligibility criteria; (iii) is substantially responsive to the requirements of the RFQ document; and (iv) meets the qualification criteria specified. Only Quotations that are both substantially responsive to the RFQ document, and meet all Qualification Criteria shall qualify for comparison of their Financial Prices. If a quotation is not substantially responsive, the quotation shall be rejected by the employer.

- (b) The Employer will examine and confirm that the Priced Bill of Quantities and related documents are in accordance with the requirements specified in the RFQ document.
9. **Award of contract:** The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.
- 9.1 ***Notwithstanding the above, the Employer 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.***
- 9.2 The bidder whose quotation is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.
10. **Performance Security:** Within **10** days of receiving letter of acceptance, the successful bidder shall deliver to the Executive Engineer (Agri) the performance security (either an unconditional Bank Guarantee or a Fixed Deposit Receipt (FDR)/ Bank Draft in favour of the Employer) payable at Guwahati for an amount equivalent of **3%** of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work as specified in this RFQ document Clause 11. Failure of the successful Bidder to furnish the performance security and to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in the bidding for works by the Employer for a period of **three** years, in which case the Employer may make the award to the next lowest evaluated bidder or seek quotations afresh.
11. **Period of Maintenance:** The “Period of Maintenance” for the work is **six (6) months** from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.
12. Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor. Employer will not issue any material/equipment.
13. The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.
14. The bidder shall identify the source of all the construction materials and shall satisfy about availability of the same complying with the requirements of quantity as specified in the respective clauses of specifications prior to submission of the bids. No claim shall be entertained on the plea of non-availability of materials and involvement of extra leads during course of execution at any circumstances.

SECTION - B

1. List of the Works with estimated cost and location.
2. Format for Qualification Information.
3. Format for Submission of Quotation. (to be filled by the Bidder)
4. Format of Letter of Acceptance.

1. LIST OF WORKS WITH ESTIMATED AMOUNT AND LOCATION

District	SI No	Name of work	Estimated Value of work (Rs)	Office Address for Submission of RFQ
Kamrup	1	Repairing of FIAC /BRC at Kamalpur	945535.00	O/o Executive Engineer (Agri) , Ulubari , Guwahati -7
Barpeta	2	Repairing of FIAC /BRC at Bajali	698785.00	O/o Executive Engineer (Agri) Nalbari .
	3	Repairing of FIAC /BRC at Barpeta	698786.00	
	4	Repairing of FIAC /BRC at Bhawanipur	691509.00	
	5	Repairing of FIAC /BRC at Chakchaka	691143.00	
	6	Repairing of FIAC /BRC at Chenga	698785.00	
	7	Repairing of FIAC /BRC at Gobardhan	690182.00	
	8	Repairing of FIAC /BRC at Gumafulbari	1144912.00	
	9	Repairing of FIAC /BRC at Mondia	692306.00	
	10	Repairing of FIAC /BRC at Phaketbari	693053.00	
	11	Repairing of FIAC /BRC at Rupshi	690176.00	
	12	Repairing of FIAC /BRC at Sarukhetri	693225.00	
Lakhimpur	13	Repairing of FIAC /BRC at Boginadi Block campus	524000.00	O/o Executive Enginee (Agri) Dhemaji.
	14	Repairing of FIAC /BRC at Telahi Dev Block Campus	513000.00	
Darrang	15	Repairing of FIAC /BRC at Sipajhar Dev. Block	510000.00	O/o Executive Engineer (Agri) Mangaldai.

QUALIFICATION INFORMATION

1 For Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of the Quotation.
[Attach copy]

1.2 Annual financial turnover (*billing for works in progress and completed in all classes of civil engineering construction works only*) over the last three financial years (Total value of Water Supply & Sanitary works performed in the last three years in Rs. Lakhs)

2017-18
 2018-19
 2019-20

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years:

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Lakh)	Date of issue of work order	Stipulated period of completion	Actual date of completion *	Remarks explaining reasons for delay and work completed

Existing commitments and on-going works:

1	2	3	4	5	6	7
Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion

* Enclose a certificate from the Engineer concerned for completion as well as value of pending works.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work

1.5 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, and email numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

Name of the work	Agreement number/date	Name & address of Employer	Contract Value in Rs	Cause of dispute	Amount Disputed	Remarks showing present status

LETTER OF QUOTATION

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

Description of the Works: Repairing and Renovation of FIAC/BRC building at
(Refer to the list and location)

Ref No :

To: The Executive Engineer (Agri)

.....
.....

Subject Repairing and Renovation of FIAC/BRC building at

Sir,

1. We, the undersigned, hereby submit our Quotation, after having examined the Bidding Documents, including Addenda issued and we have no reservations to bidding document and its addenda; We offer to execute in conformity with the Bidding Documents the following Works: [insert a brief description of Works];
2. The total price of our quotation including all taxes is [insert the total price of the bid in words and figures]..... (.....) **
3. In submitting our Quotation, we make the following declarations:
 - (a) **No reservations:** We have examined and have no reservations to the RFQ document;
 - (b) **Conformity:** We offer to execute the subject work in conformity with the RFQ document and in accordance with the Period of Completion specified in Section A.;
 - (c) **Quotation Validity Period:** Our Quotation shall be valid for the period of **90** days, from the deadline fixed for the Quotation submission;
 - (d) **Eligibility:** We meet the eligibility requirements and have no conflict of interest, we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred by the World Bank or blacklisted or suspended the Central or any State Government;
 - (e) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Yours faithfully,

Authorized Signature : _____ Date: _____**
Name & Title of Signatory : _____**
In the capacity of [insert legal capacity of person signing the Letter of Quotation]**
Name of Bidder : _____**
Address : _____**
Dated on _____ day of _____, _____ [insert date of signing]**

**** To be filled in by Bidder, together with his particulars and date of submission at the bottom of this Form.**

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

(LETTER HEAD 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 3% of the contract price) within 10 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 required Performance Security, the contract, for the above said work, stands concluded.

Yours faithfully,

Authorized Signature
Name and title of Signatory of Employer

**Draft Contract Agreement form for
Construction through National Shopping**

ARTICLES OF CONTRACT AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20__, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.
2. **Contract Price:** The total Contract Price for the works (hereinafter referred to as the “total price”) is Rs. ___ as reflected in Annexure - 1.
- 3.1 **Payments under its contract:** Payments to the second party for the Water Supply & Sanitary works will be released by the first party after completion of the whole work.
- 3.2 **Payments 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 by the engineer nominated by the first party with respect to quality/quantity of works executed in the format in Annexure - 2; and
 - (c) Payments shall be adjusted for deductions for advance payments, recoveries if any in terms of the contract, and taxes at source, as applicable under the law.
 - (e) The advance (if availed by the contractor) shall be repaid with percentage deductions from the interim payments, commencing with the next Interim Payment at the rate of 20 percent of the amounts of all Interim Payment Certificates until the advance has been repaid, provided that the advance shall be completely repaid prior to the expiry of the Intended Completion Date. The Bank Guarantee shall remain effective until the advance payment has been fully repaid.
4. **Notice by Contractor to Engineer:** The second party, on the works reaching each stage of execution, issue a notice to the first party or the Engineer 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 engineer nominated by it, will ensure issue of stage completion certificate after due verification.
5. **Completion time:** The works should be completed in **(01) one months** from the date of this Agreement. 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. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. 0.1% 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 3 % 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 first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3** Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a fortnight/ month (*Choose one option*) 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 Engineer 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 engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer 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) abide by the technical suggestions/direction of supervisory personnel including engineers etc. regarding building construction;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party; and
- i) 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.
- j) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction (TDS) from running bills in respect of such taxes as may be imposed under the law).

10. 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, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which

shall be given within seven days of the request before the Variation is ordered by the Engineer with approval of the employer.

- b) If the quotation given by the second party is unreasonable, the Engineer may make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs and order the Variation with approval of the employer.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

11. Securities: The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

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

12.2 Fundamental breaches 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 Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer 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 Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Clause 7 of this agreement

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 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.

13. Payment upon Termination

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer 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.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer 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.

14. 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. The Arbitrator shall give his award/decision within 60 days of start of proceedings.

The Priced (Annexure 1), Format of Certificate (Annexure 2) and Specification and Drawings (Annexure 3) are attached.

Signed and delivered by Sri. _____ for and on behalf of the Contractor
In the presence of the Witness:

i)

ii)

SIGNATURE

Signed and delivered by Sri _____ Executive Engineer _____ of _____ for an
on behalf of the Government.

In the presence of the Witness:

i)

ii)

SIGNATURE

(To be duly filled by Interested/bidder)

To,
 The Executive Engineer, (Agri)

Sub:- Submission of RFQ for repair/ renovation of FIAC/BRC at
, District.....

Reference RFQ No.

Dated.

Sir,

With reference to the subject cited above, I have the honour to submit herewith my offered rates along with documents for the work mentioned above, per rates given below.

My quoted rates are:-

AS PER	ABOVE (in %) (In words & Fig)	BELOW (in %) (In words & Fig)	Schedule of Rates
			Schedule of Rates, APWD, Building (civil/ Electrical/ Sanitary & Water supply) for the year 2013-14.

Documents furnished/enclosed

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

I will abide by the terms and conditions laid down in the tender documents for the said work.

Signature of Tenderer

Name in full:-

Complete postal address:-

Phone No:-

Mobile No:-

Fax No:-

Signature of Contractor

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

Format of certificate

Certified that the works upto ----- stage (as defined in Clause 3.1 of the Agreement) in respect of construction of ----- at ----- have been executed satisfactorily in accordance with the terms and conditions of the agreement and as per approved drawings and technical specifications.

Signature
Name & Designation
(Official address)
Place:
Date:
Office seal

Specification and Drawings

[IA should insert Specification and Drawings here.]

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, sub-clause 3.1 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]¹ _____ [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]¹ _____ [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: _____

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

PERFORMANCE BANK GUARANTEE
(To be given from a nationalized or scheduled bank in India)

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you 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 be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____