

**Managing Director (NMS), H.P Nurseries Management Society,
Directorate of Horticulture, H.P Shimla -2**

Date: 01-02-2019

Online bids are invited for supply, installation, testing & commissioning of Solar Fencing System with Interlink Wire in the PCDOs as per World Bank procurement procedure by The Managing Director, H.P Nurseries Management Society on behalf of Govt. of Himachal Pradesh, under e-tendering system in two cover for the under mentioned work from experienced contractor/suppliers/firms.

Solar Fencing System with Interlink Wire in PCDOs							
Sr. No	PCDOs	Distt	Estimated Length of Fencing Area to be Provide around the PCDOs (rmt)	Cost of Bid quotation (Rs)	Earnest money (Rs)	Period of Completion	Remarks
1	Pangna	Mandi	1600.00	5,000	4.5Lakh	Within six months from the date of award of work.	
2	Kigas		1200.00				
3	Harabag		2212.00				
4	Kawagdhar	Sirmour	1750.00				
5	Nohradhar		1350.00				
6	Patta Mehlog	Solan	1250.00				
7	Bajaura	Kullu	2280.00				
8	Sarahan	Shimla	1500.00				
9	Dutt Nagar		1100.00				
10	Rajpura	Chamba	900.00				
Total Length in running meters			15142.00				

- Government of India has received a credit from the International Development Association (IDA) in various currencies equivalent to USD 135 million towards the cost of the HP Horticulture Development Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.
- The HP Horticulture Development Project in H.P state is being implemented by H.P Horticulture Development Society which is an autonomous society registered under the Societies Registration Act.
- Availability of Bid Documents and Mode of submission: -**
The bid document is available online and bid should be submitted online on website <https://hptenders.gov.in>. The bidder would be required to register in website which is free of cost. For submission of the bids, the bidder requires Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA) "Aspiring bidders who have not obtained the user ID and Password for participating in e-tendering in The Managing Director (SPV), H.P Nursery Management Society, Navbahar, Himachal Pradesh Shimla-2 may obtain the same from the website: <https://hptenders.gov.in>. Digital signature is mandatory to participate in the e-tendering. Bidder already possessing the digital signature issued from authorized CA can use the same in this tender.

4. Date of online publication: - **01-02-2019**
5. Document Download Start and end date: - **01-02-2019**
6. Bid Submission start and end date: - **upto to 05-03-2019 by 1:00 PM**
7. Physical submission of EMD and cost of tender document: - **upto to 05-03-2019 by 1:00 PM**
8. Date of Technical Bid opening will be **05-03-2019 by 2:00 PM**, Evaluation of technical bid opening and financial bid opening will follow on accordingly.
9. **Tender Details: - The tender documents shall be uploaded online in 2 cover.**
 - 1) cover 1: - Shall contain scanned copies of all Technical Document/Eligibility information.
 - 2) cover 2: - Shall contain "BOQ/Financial Bids" Where contractor will quote his offer for each item.
10. **Submission of Original Document:** -The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) Original bid security/Earnest Money Deposit (EMD)and other technical document in O/O The Managing Director (SPV), H.P Nursery Management Society, Navbahar, Himachal Pradesh Shimla-2 as the specified date in sr. 7, failing which the bids will be declared non responsive.
11. **Bid Opening Detail: -**

The bids shall be opened on **05-03-2019 by 2:00 PM** in the office of The Managing Director (NMS), H.P Nursery Management Society, Navbahar, Himachal Pradesh Shimla-2 by the authorized officer, in their interest the tenderers are advised to be present along with Original documents at the time of opening of the tender. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
12. The bids for the work shall remain valid for acceptance for a period not less than 90 days after the deadline date for bid submission.
13. Other detail can be seen in the bidding documents. The officer inviting tender shall not be held liable for any delay due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates. The employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender.

Managing Director
H.P NMS, Directorate of Horticulture
Navbahar, Himachal Pradesh Shimla-2

Instructions to Bidders

SECTION - A

1. (i) **Scope of Works:** The Managing Director, HP Nurseries Management Society, Directorate of Horticulture, H.P. Shimla -2 invite the Bids **through e-Tendering** for the execution of works as detailed in the table given below:

Solar Fencing System with Interlink Wire in PCDOs							
Sr. No	PCDOs	Distt	Estimated Length of Fencing Area to be Provided around the PCDOs(rmt)	Cost of Bid quotation (Rs)	Earnest money (Rs)	Period of Completion	Remarks
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6	Patta Mehlog	Solan	1250.00				
7	Bajaura	Kullu	2280.00				
8	Sarahan	Shimla	1500.00				
9	Dutt Nagar		1100.00				
10	Rajpura	Chamba	900.00				
Total Length in running meters			15142.00				

(ii) The bidder shall have to provide the items of following specifications. The items required therein and estimated cost has been worked out by the technical team of the project which are as under.

Design, supply, installation, testing and commissioning of Interlink wire with solar powered fencing system					
	Estimation for length	100	Mtrs	Estimated Cost	
	Total Nos of Stand posts with gate	36	Nos	Estimated Cost	
Sr. No	Description of Items	Unit	Qty	Rate	Amt in Rs
1	Solar Panel post of 3.00 mtrs high , with PV module , Energiger, housing box equipped with C-10 type 12 volt 100 AH battery, digital voltmeter & earthing system complete in all respect	No	1	20000	20000
2	Class 'B' pipe-2.50 Mtrs long (32mm to 40mm dia) Hot dip galvanized to more than 60 microns. Stay support 25-mm. diameters with brackets also hot dip galvanized. Must include fasteners. Pole must be placed after every 3.00 mtrs , average pipe wt. @ 12 Kg each for 36 Nos total =432 Kg	Kg	432	71.8	31017.6
3	Posts must be grouted 0.45 mts in 0.45x0.45x0.45 mtrs size P.C.C. in 1:2:4 cement sand& stone ballast. 20mm nominal size of agg.Total qty= 0.091 Cum each for 36 Nos = 3.276 Cum	Cum	3.276	6492.6	21269.7576
4	Providing 14 gauge steel wires 04 Nos through each post supported through Polypropylene(PP) insulators & wire tightener springs on each post				0
a)	12 mtr Wires for 36 Nos gaps @ 2.88 Kg/100 mtrs , hence for 34 x 12= 408 R/mtrs , Total Weight= 11.75 Kg	Kg	11.75	55.00	646.25
b)	PP Insulator 4 for every post	Nos	144	15	2160
c)	Permanent Wire Tightners with springs	Nos	144	50	7200
d)	Joint clamps	Nos	144	50	7200
e)	Warning sign Boards at every 25 mtrs	Nos	4	100	400
5	Interlink Chain (Galvanized Steel Chain Link Fence Fabric) as per IS 2721-2003 Galvanising heavy coated Zinc as per IS 3/6/2010 4826 or IS:12753 in following size for frencing purposed only 100mm (+/- 5mm) mesh with nominal wire dia.4 mm duly ISI marked including carriage of materials within all leads and lifts. 3 sqm between two poles, Total 3 x 34 = 102 Sqm	Sqm	102	100	10200
	Total				100094
6	Installation , Tool kits ,storage, Local Transportation , testing & commissioning cost @ 10%				10000
Total Cost for 100 running meters					110094

Notes:

- The estimate has been prepared on present market rate and is indicative to the bidder for calculating rates per running meter.
- The successful bidder will be expected to complete the works by the intended completion date specified above. The quantity of works may increase or decrease as per actual site conditions.

- *The bidders shall have to adhere to these specifications, quantities as detailed above. As an average 3 gates are to be provided in each PCDO but number of gates are to be provided actually keeping in view the topography of the PCDO site. As per estimation made by technical team of the Project only looping and channeling would be required to provide gates so it would not affect the costing margin, so the cost of gate should be included in per running meter.*
- *Purchase of all construction materials including cement, steel and other material as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.*

2. Qualification of the bidder: The bidder shall provide qualification information which shall include: -

- a) total monetary value of construction works performed for each year of the last 3 years;
- b) Report on his financial standing; and
- c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount or awards in each case.

3. To qualify for award of the contract, the bidder: -

- (a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than **Rs 1.5 crore** in the last three years;
- (b) should have achieved in at least one year an annual financial turnover (in similar nature only) of value not less than **Rs 4 Crore** in the last three years;
- (c) should not have been debarred (or dealings suspended) on the dates of bid opening by the Central/State Governments/undertakings or by the World Bank Group.
- (d) no contract should have been suspended or terminated and/or performance security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance in the past five years.
- (e) The Contractor/Firm should be registered with the HPPWD, I&PH, CPWD, Housing Board, Him Urja etc. and should produce registration certificate along with copy of Pan No.
- (f) Copy of the GST No. may be submitted.
- (g) Bidder has to submit ITRs for the 3 preceding years.

3.1 Eligibility - Conflict of Interest*

Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii. receives or has received any direct or indirect subsidy from another Bidder; or
- iii. has the same legal representative as another Bidder; or
- iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- v. any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
- vi. has a close business or family relationship with the concerned professional staff of the project implementing agency.

4. Bid Price

- a) The contract shall be for the whole work as described in drawings, technical specifications and scope of work. Corrections if any, can be carried out by editing the information before electronic submission on e-procurement portal.
- 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 Bidder shall fill in the prices for the Works in conformity with the Bidding Documents, both in figures and words.
- e) The rates should be quoted in Indian Rupees only.
- f) The bidder shall quote price for per running meter (estimated length of fencing area of different location is described above in the table).
- g) The price of gates shall be included in the quoted price per running meter as specified.

5. Submission of Bids

- 5.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the bid.
- 5.2** Each bidder shall submit only one bid. Bidders should not contact other competing bidders in matters relating to this bid.
- 5.3** The set of bidding documents comprise of the following:
- i. Layout Drawings of the works;
 - ii. Structural Details;
 - iii. Technical Specifications;
 - iv. Instructions to Bidders; and
 - v. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
- 5.4** The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the employer. The employer will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Response of the Employer including a description of the inquiry, but without identifying its source, shall be uploaded on the e-procurement portal for information of all Bidders. It is the bidder's responsibility to check on the e- procurement portal, for any clarifications or amendments to the bidding documents.
- 5.5** The bid submitted by the bidder shall comprise two parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- 5.5.1** The Technical Part shall contain the following: -
- (a) Letter of Bid – Technical Part in the format given in Section B.
 - (b) Qualification information form given in Section B duly completed.
 - (c) Bidder's confirmation to comply with (i) the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety; (ii) the regulatory authority conditions (if any) attached to any permits or approvals for the project; and (iii) the Environmental, Social, Health and Safety (ESHS) Management Strategies and Implementation Plan and ESHS Code of Conduct, (if any prescribed by the Employer), that will apply to its employees and all subcontractors.

(d) Bid Security:

The bidders are required to submit the cost of bid security/Earnest Money Deposit (EMD) and other technical document in O/O The Managing Director (SPV), H.P Nursery Management Society, Navbahar, Himachal Pradesh Shimla-2 as specified date in tender document, failing which the bids will be declared non responsive. Earnest money be provided in the shape of DD or duly pledged FDR in favor of The Managing Director (NMS) H.P Nursery Management Society Directorate of Horticulture H.P. Shimla - 2.

***Note:** Bid documents submitted without Earnest money will summarily be rejected. The Managing Director (SPV) H.P Nursery Management Society Directorate of Horticulture H.P. Shimla -2 reserves the right to reject Bids without assigning any reason.*

5.5.2 The Financial Part shall contain the following: -

- Letter of Bid – Financial Part in the format given in Section B.

5.5.3 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.

5.6 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and all documents listed in Clause 5.5, shall be prepared using the relevant forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-procurement portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.

5.7 Bids, both Technical and Financial Parts, shall be simultaneously submitted online on the e-procurement system. Detailed guidelines for viewing bids and submission of online bids are given on the website. However, the bidder is required to have enrolment/ registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India. The bidder should register in the website using the relevant option. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bidding documents, the Bidder should go through them carefully and submit the specified documents and copies of requisite certificates as mentioned in different sections of the bidding documents along with the respective technical and financial parts of the bid, otherwise the bid will be rejected.

5.8 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

5.9 Bids, both Technical and Financial Parts, must be uploaded online no later than the time and date given in the Invitation for Bids. The e-procurement system would not allow any late submission of bids after due date & time as per server time.

6. Validity of Bid

Bid shall remain valid for a period not less than 90 days after the deadline date specified for submission. If a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid - Technical Part and repeated in the Letter of Bid - Financial Part, the Bid Security may be forfeited.

7. Opening of Technical Parts of Bids

The Technical Part of the Bids will be publicly opened online in the presence of bidders or their representatives who choose to attend on the date and time given in the Invitation for Bids, and at O/o The Managing Director (NMS) H.P Nursery Management Society Directorate of Horticulture H.P. Shimla - 2, and this could also be viewed by the bidders online. The financial Part of the bids shall remain unopened in the e-procurement system, until the second online public opening, following the evaluation of Technical Parts of the Bids.

8. Evaluation of Bids – General provisions

Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Technical Parts of Bids

9.1 The Employer will evaluate the technical parts of the bids to determine to its satisfaction the Bids that are both substantially responsive to the bidding documents and meet the qualification criteria, i.e. which

- (a) conform to the terms and conditions, specifications and drawings without material deviations;
- (b) are properly signed; and
- (c) meet the qualification criteria specified in clause 3 above.

9.2 If a Bid is not substantially responsive to the requirements of the bidding document and does not meet the qualifying criteria, it shall be rejected, and its Financial Part shall not be opened at the second opening by the Employer.

10. Opening of Financial Parts of Bids

10.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer may notify whose Bids are disqualified in the Technical Part and their Financial Part of Bid shall not be opened.

10.2 The Employer may notify those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them (a) that their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and (b) that their Financial Part of Bid shall be opened at the second online opening of the Financial Parts.

10.3 The Employer may notify all bidders the date, time, and place of the second online public opening of the Financial Parts of the Bids. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Parts of the Bids referred to in Clause 10.2 will be publicly opened online in the presence of bidders or their representatives who choose to attend, and this could also be viewed by the bidders online.

In the event of the specified date of the bid opening of Financial parts being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

11. Evaluation of Financial Parts of Bids

11.1 Correction of Arithmetical Errors

The e-procurement system automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

11.2 The Employer shall compare the evaluated prices of all substantially responsive bids to determine the lowest evaluated bid.

12. Award of contract

The Employer will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria.

12.1 Notwithstanding the above, the Employer reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.

- 12.2** The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the bid validity period.
- 12.3** The Bid security of unsuccessful bidders will be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the performance security pursuant to ITB 13.

13. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to The Managing Director (SPV), H.P Nursery Management Society, Navbahar, Himachal Pradesh Shimla-2, the performance security (either a bank guarantee or a FDR pledged in favor of the Employer) for an amount equivalent of 5% of the contract price. The Performance Security shall be valid till the expiry of the defect liability period. Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and forfeiture of the Bid Security, in which case the Employer may make the award to the next lowest evaluated bidder or call for new bids.

14. Defects Liability:

The "Defects Liability Period" for the work is six months from the date of taking over possession. During this period, the contractor will be responsible for rectifying any defects in fencing free of cost to the Employer.

- 15.** 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.
- 17.** The bidder has to provide One Year Warranty after defect liability period.

16. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section C. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Managing Director
H.P NMS, Directorate of Horticulture
Navbahar, Himachal Pradesh Shimla-2

SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Bid.**
- 3. Format of Letter of Acceptance.**

QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Bid.

[Attach copy]

1.2 Total value of related work performed in the last three years (in Rs. Crore)

	20	
	20	
	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. Lakhs)	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:

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

* Enclose a certificate from Engineer concerned.

** Modify as appropriate.

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 requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of supporting documents.

1.6 Name, address, and telephone, telex, and fax 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.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

1.8 Contract(s) suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance during the last five years.

Contract(s) suspended or terminated by an Employer(s)			
Year	Contract Identification, Name and address of the Employer, and reasons for suspension or termination	Amount of suspended or terminated portion of contract (Rs)	Total Contract Amount (Rs)
Performance Security called by an employer(s)			
Year	Contract Identification, Name and address of the Employer, and reasons for calling of performance security	Total Contract Amount (Rs)	

LETTER OF BID – Technical Part

Supply, installation, testing and & commissioning of Solar Fencing System with Interlink Wire in the PCDOs.

Date:

Invitation for Bid No.:

To:

Subject: Supply, installation, testing and & commissioning of Interlink Wire with Solar Fencing System in the PCDOs.

Sir,

**We, the undersigned, hereby submit our bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

We have no reservations to the Bidding Documents, and offer to execute the Works in conformity with the Bidding Documents in accordance with the Conditions of Contract enclosed therein.

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

We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988."

We hereby confirm that this bid is valid for 90 days as required in Clause 6 of the Instructions to Bidders.

We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3.1

We have not been debarred/removed from approved list (dealings suspended) by the Central or any State Government or by the World Bank Group.

Yours faithfully,

Authorized Signature : Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

* To be filled in by the Employer before issue of the bidding documents.

** Bidder to fill in his particulars at the bottom of this Form.

LETTER OF BID – Financial Part

Supply, installation, testing and & commissioning of Solar Fencing System with Interlink Wire in the PCDOs.

Date:

Invitation for Bid No.:

To:

Subject: Supply, installation, testing and & commissioning of Solar Fencing System Interlink Wire in the PCDOs.

Sir,

We, the undersigned, hereby submit the second part of our Bid and the Bid Price. This accompanies the Letter of Bid - Technical Part. In submitting our Bid, we make the following declarations:

We hereby confirm that this bid is valid for 90 days as required in Clause 6 of the Instructions to Bidders.

We have no reservations to the Bidding Documents, and offer to execute the Works in conformity with the Bidding Documents in accordance with the Conditions of Contract enclosed therein at a Fixed Contract Price of –

Rs. ** _____ [in figures] per running meter.

Rs. _____ [in words] per running meter.

Yours faithfully,

Authorized Signature : Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

* To be filled in by the Employer before issue of the bidding documents.

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

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

(LETTERHEAD OF THE EMPLOYER)

Dated: _____

To : _____ [Name and address of the Contractor]

Dear Sirs,

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

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

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

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

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

Draft Agreement form for Construction through Lump Sum Contract

ARTICLES OF 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. Cost of the Contract

The total cost of the works (hereinafter referred to as the "total cost") is contract value of _____ for length of 15142.00 running meters as per Annexure A (contract value may increase or decrease as per actual site condition).

3.1 Payments under the contract:

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

After satisfactory completion of 50% work at each site	50% payment of Contract Value of respected PCDO will be released
On successful Installation, Testing and Commissioning	40% payment of Contract Value of respected PCDO will be released
After 3 months of successful Installation, Testing and Commissioning	Remaining 10% of Contract Value of respected PCDO will be released

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

- (a) on the second party submitting an invoice for an equivalent amount;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of installation/construction, shall 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

payments due to the contractor, issuing and valuing variations to the contract, awarding extension 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 six 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. 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. 1,000 per day per site, 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 5 % of the contract amount.

7. Duties and responsibilities of the first party

- 7.1 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.
- 7.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 7.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 7.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month 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.
- 7.5 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 work. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

7.6 The Engineer shall issue a Certificate of Completion of the Works on the request of the second party, and upon deciding that the whole of the Works is completed.

8. Duties and responsibilities of the second party

8.1 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) correct the notified defects within the length of time specified by the Engineer;
- i) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party;
- j) 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 from the start date to the end of defect liability period;
- k) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law);
- l) abide by the regulatory authority conditions (if any) attached to any permits or approvals for the project; and the ESHS Management Strategies and Implementation Plan and ESHS Code of Conduct, if any prescribed by the Employer.
- m) abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authorities;

- n) abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the State or Central Government, or local authorities;
- o) be responsible for the safety of all activities on the Site.

9. Variations / Extra Items

The works shall be executed by the second party in accordance with the approved drawings and specifications. No variation in cost is acceptable. However, if the Engineer issues instructions for execution of extra items, the following procedure shall be followed:

- a) The second party shall provide the Engineer with a bid for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the bid, which shall be given within seven days of the request before the extra items are ordered.
- b) If the bid given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

10. Securities

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Managing Director (Employer) the performance security (either a bank guarantee or a FDR pledged in favor of the Managing Director (SPV), Nursery Management Society Director of Horticulture H.P. Shimla -2) for an amount equivalent of 5% of the contract price. The Performance Security shall be valid till the expiry of the defect liability period. The "Defect Liability Period" for the work is six months from the date of taking over possession. During the defect liability period, the contractor will be responsible for rectifying any defects in work free of cost to the Employer.

11. Termination

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

11.2 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 Officer;
- (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 engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract; and
- (f) 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

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

11.4 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.

12. Payment upon Termination

12.1 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.

12.2 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.

13. 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 Chief Engineer / Superintending Engineer, (not connected in part or whole with this Project in his service) 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.

14. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section C. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Annexure I

BILL OF QUANTITIES

The approximate Bill of Quantities is indicated below to give an idea of the work which should be executed in accordance with the approved drawings and specifications to enable the bidder to furnish the lump sum price. Bidders may, however, note that no variations in the lump sum cost is acceptable (except where extra items are ordered by the Engineer).

Sr. No.	Description of Work	Quoted (Rate per running meter)	
		In Figure(Rs)	In Words(Rs)
1	Rate quoted for supply of material which also included Storage, Local Transportation, Tool Kits etc.		
2	Rate quoted for Installation and Testing and Commissioning Cost		
3	GST(1 + 2) to be shown separately		
4	Any other taxes/duties		
Cost (per running meter)			

We agree to execute the works in accordance with the approved drawings and technical specifications at a total fixed contract price quoted by us in the Letter of Bid – Financial Part.

Signature of Contractor

Format of certificate

Certified that the works upto ----- level in respect of construction of ----- at ----- have been executed in accordance with the approved drawings and technical specifications.

Signature
Name & Designation
(Official address)

Place:
Date:

Office seal

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

The Managing Director (SPV), H.P Nursery Management Society, Navbahar, Himachal Pradesh Shimla-2

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letters of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document; or
- (c) does not accept the correction of its bid price pursuant to ITB Clause 11.1.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the

Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) forty-five days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid Technical Part or Letter of Bid Financial Part and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

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

[signature(s)]

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

PERFORMANCE BANK GUARANTEE

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 thereunder 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 after the date of issue of the Certificate of Completion.

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

¹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

Section C. World Bank Policy on Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors,

service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.