

OFFICE OF THE PRINCIPAL: RAJENDRA COLLEGE (AUTONOMOUS): BALANGIR

NIT No: 1465 /RC

Date: 12.06.2019

Tender Notice for Selection of PSU/State PSU for PMC for Construction of Auditorium at Rajendra College (Auto), Balangir.

On behalf of the Principal, Rajendra College (Auto), Balangir, sealed tenders (in two bid system) are invited from the interested organization for Selection of Central PSU/State PSU for PMC Work of Construction of Auditorium. Bank guarantee of Rs. 1,40,000/- (Rupees one lakh forty thousand only)) refundable drawn in favour of Principal, Rajendra College (Auto), Balangir should accompany the application form as Earnest Money. Tender without EMD will not be considered. Tender documents containing detailed terms and conditions can be downloaded from [www.rajendracollege.nic.in](http://www.rajendracollege.nic.in) or obtained from the office of Principal. The price Bid/offer Proforma is attached as Annexure-VII with the Tender form. Tender must be submitted in two sealed envelopes separately. EMD, Tender Fee & technical evaluation Annexure I to VI may be put in Envelope- A. Tender form duly signed on every page along with the offer/price bid in the prescribed Performa (annexure-VII) may be put in the second envelope (Envelope-B). Both the envelopes are to be sealed in Master Envelope and the name of tender/bidder with address should be clearly mentioned on the envelopes. College reserves the right to reject any or all the tenders at any time, without assigning any reason.

Tenders should reach in the office of Principal, Rajendra College (Auto), Balangir on or before 15.07.2019 by 3.00 PM. Technical bids shall be opened on 15.07.2019 at 3.30PM. (In the presence of bidder or their authorized representatives who will be present at the time of opening of the Technical Bids.) In case, the last date of receipt of tenders happens to be a holiday/bank holiday, the tenders will be received till the next working day by the same time. However, the date for opening of the financial bid will be intimated separately.

Sd/-

PRINCIPAL,

Rajendra College (Auto), Balangir

### Important Information Sheet

<b>Event</b>	<b>Particulars</b>
<b>Date of publication of Notice Inviting Tender</b>	<b>12.06.2019</b>
<b>Last date and time for Bid submission</b>	<b>15.07.2019 ( 3.00 P.M)</b>
<b>Date &amp; Time of Opening of Technical Bids</b>	<b>15.07.2019 at 3.30 P.M</b>
<b>Date of Presentation</b>	<b>To be informed</b>
<b>Date for opening of Financial Bids</b>	<b>29.07.2019</b>
<b>Place of Submission of NIT</b>	<b>Office of the Principal, Rajendra College, (Auto), Balangir- 767002, Odisha.</b>

Sd/-

PRINCIPAL,

Rajendra College (Auto), Balangir

## **Notice Inviting Tender for Selection of Central PSU/State PSU for PMC for Construction of Auditorium at Rajendra College at Balangir.**

### **1. Overview:**

#### **1.1 Definitions:**

- i. “**Employer**” means the Principal, Rajendra College, Balangir
- ii “**Contact**” means the contract signed by the parties and all the attached documents listed in its clause 1, that is the General Conditions (GC) the project specific conditions (SC) and the Appendices.
- iii“**Project Specific information**” means such part of the instruction to bidders used to reflect specific project and assignment conditions.
- iv “**Day**” means calendar day. v. “**Government**” means the Government of India.
- v. “**Personnel**” means professionals and support staff provided by the bidder or by any implementing agency and assigned to perform the services or any part thereof.
- vi. “**Bid**” means the Technical Bid and the Financial Bid.
- vii. “**Assignment/Job**” means the work to be performed by the selected bidder pursuant to the contract
- ix. “**PSU**” means a Central or State PSU which is eligible to bid for the Assignment/Job.
- x. “**Successful Bidder**” means the bidder PSU which is selected for award of Assignment/Job.
- xi. “**Implementing Agency**” means any agency, contractor or entity with whom the selected bidder subcontracts any part of the Assignment/job.
- xii. “**Terms of Reference**” (TOR) means the details included in the NIT specifically in Para 2 or otherwise as well as the contract which explain the objectives, scope of work, activities tasks to be performed, respective responsibilities of the Employer and the selected bidder, and expected results and deliverables of the Assignment/job.

1.2. **Introduction:** Rajendra College for and on behalf of Principal of Rajendra College, invites bids for empanelment of Govt. PSUs for PMC from Public Sector undertakings set up by the Centre or State Govt. to carry out Architectural, Civil, MEP etc. works or any Central/State Govt. organization/PSU for such purpose which can undertake construction projects at Rajendra College (Auto), Balangir.

## 2. Terms of Reference:

2.1. Terms of Reference: Terms of reference of the selected PSU will broadly include pre-construction, Construction and post- construction activities including the following.

- i. Preparation of all Architectural drawings of Civil, Water supply/Sanitation/Sewerage, Electrical, CCTV, HVAC, Horticulture, Parking/Approach Road. Acoustics, Audio- Video, Internal furnishing i.e False ceiling, wall panelling, Firefighting etc. for approval from Client.
- ii. Preparation of cost estimate as per OPWD
- iii. Preparation of Structural design of all components and getting it proof checked from Govt. Engineering College.
- iv. Preparation of detailed estimate on OPWD/DSR schedule of rates. If any rate is not available. NS item will be prepared on market rate bases on quantities for preparation of BOQ/NIT.
- v. Statutory approvals if any to be obtained and the statutory required fee shall be paid by College.
- vi. Total station survey/soil testing/Geo Technical Data to be done by PSU.
- vii. **Staff to be posted-**
  - Executive Engineer or equivalent (Degree holder) -1 With minimum experience of 5 yrs. as AE/EE
  - AE. -1 (with experience 3 years)
- viii. Finalization of the tendering process involving the entire process from calling of tenders to selection of the implementing agency (contractor); Approval of tender will be taken from Principal before allotment.
- ix. All disputes arising on account of execution will be defended by PSU before Arbitrators/Judicial courts and expenses will be borne by PSU.
- x. Any other item for work that is incidental to and essential for completion of the project ( to be included in the Form of contract after due consultation between both the parties).
- xi. Building will be designed on green building concept and three star GRIHArating shall be designed and executed accordingly .
- xii. Soft/Hard copies of DPR. Structural design/proof checking. detailed estimate, BOQ in duplicate will be submitted by PSU.
- xiii. Though the funds will remain with College. In case funds are deposited with PSU, interest accrued will be credited to College and the funds such deposited will be kept in flexi FD.

- xiv. College reserves the rights to check quantity, quality/samples of works. Advise of College/report of sample will be binding on PSU. Charges of sample testing will be borne by the contractor.
- xv. In case of poor work/structural deficiencies, PMC will be responsible and penalty shall be imposed based on the magnitude of deficiency.
- xvi. All approvals/clearances from Environment & Pollution Control Board, Department of Explosives, Fire Department, Central Ground Water Authority, Irrigation, Railways, National Highway Authority of India, Town council, State Government & local authorities etc., shall be initiated by PSU. The College, if necessary, shall assist to get the necessary approvals/clearance from these Departments.
- xvii. PMC will be responsible for any observation/comments/defects pointed out by CVC/AG/CAG in the procedures of execution of the project. Contractor's Claim and Arbitration. if any. RTI queries pertaining to these issues will be prepared by them within 15 days and the same shall be submitted to College.

xviii. Quality of Material, Workmanship and Tests:

P.M.C shall lay down a field quality assurance plan and also specify the materials quality as per PWD/CPWD specifications, P.M.C shall set up a special cell for quality assurance, which will ensure that the quality of work is executed as per specifications. P.M.C shall execute the testing in Govt. approved laboratory for quality control in respect of cube tests of concrete, cement setting time, moisture metre test, sieve analysis of aggregates and slump test for concrete. All other required tests shall be carried out in recognized laboratories/institutions.

xix. (a) Technical cell of PSU established in the State office shall also carry out inspections/technical examination periodically to ensure that the work is carried out as per specified quality & will submit their report in writing to College

(b) Monitoring Committee of College will be assigned by the College, who will coordinate, advise/oversee the project activities. Their advice shall be followed by P.M.C.

(c) To ensure the quality of work sample may be got tested by the College.

xx. If at any time, after acceptance of the tender the college decides to abandon or reduce the scope of any work for any reasons whatsoever and hence not require the whole or any part of the work to be carried out, the college shall give notice in writing to that effect to the PMC and the PMC shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advance which they might have derived from the execution of the work in full but which they did not derive in consequence of the fore-closure of the whole or part of the work and consequently refund the already paid money to the College; of course, after deducting acceptable amount i.e approved by the approved valuer which the PMC might have incurred in connection therewith.

xxi. Small works of the College including EI and PH may be handled/executed by the PMC during their work in the College.

**NOTE:**

**The total cost of the project shall be executed in different phases subject to funds availability.**

**2.2. Requirement of Auditorium.**

Auditorium Capacity -**1200** persons seated

**2.3. The bidder to present a Power Point Presentation on design concept of Auditorium building.**

**3. Eligibility:**

- (i) Joint venture of any nature will not be entertained.
- (ii) The PSUs should meet the Financial and Technical eligibility criteria (Quality Evaluation Criteria) as per parameters laid down here under:

Sr. No.	Criterion	Minimum Requirement
A	<b>Organizational Strength</b>	
	Presence of in-house professionally qualified staff in the Central/State PSU in following indicative categories.	
	<ul style="list-style-type: none"><li>• Civil Engineer</li></ul>	(Min Qualification – B Tech) 5 Engineers.
B	<b>Financial capability</b>	
(i)	Average Annual Financial turnover of Infrastructural works in last five financial years. (2013-2014, 2014-2015, 2015-2016, 2016-2017,2017-2018)	Rs. 150 Cr.

**4. Clarification on NIT Documents.**4.1 The prospective PSU requiring any clarification on this document shall notify the Principal by Fax or the mailing address / e-mail ID/ FAX number Latest by 1500 hrs on 30.06.2019. Clarifications sought, if any are to be asked in the following format.

Sr. No.	Clause No. of the NIT	Query/Clarification sought

College reserves it's right to accept or reject of any clarification.

## **5. Documents/details to be submitted in the offer:**

5.1 The PSU is required to furnish the following details/documents duly signed and stamped on each page by the authorized signatory of the PSU.

- i. Technical details about the PSU and other relevant information in the formats prescribed at Annexure I to VI including documents in support of the details provided therein. (Such information shall form the basis of technical evaluation).
- ii. Annual reports and audited statement of account for the last five years (2013-2014 to 2017-2018). Certificates in support of turnover.
- iii. Copy of certificates for GST and copy of PAN.
- iv. Copy of NIT & clarifications issued by College to this NIT. If any as a mark of acceptance of all conditions of the NIT.
- v. A certificate from the Chairman/ Company secretary of the firm certifying the details of the signatory authority for the purpose of the signing bid documents.

### **Note:**

- (a) All papers which are a photocopy and submitted as part of the proposal shall be duly attested by the company's CS/Ca or authorized signatory.
- (b) Each of the pages of the proposal submitted will be signed and stamped by the Authorized signatory of the PSU.
- (c) Each page of the proposal should be duly numbered and total number of the pages in the proposal should be clearly mentioned in the proposal. Index of the documents submitted in this NIT should be given and location of the documents submitted should be clearly mentioned in the Index so that the Tender Evaluation Committee is able to easily locate them.
- (d) All monetary figures should be in INR. In case any value of money is indicated in a currency other than INR
- (e) Only proposals complete in all respects and containing all requisite documents /information/Data shall be accepted and evaluated. Proposals which are incomplete or lacking in any manner shall be declared "not responsive" and summarily rejected and no requests for condonation/acceptance of information after the final date for submission of tender documents shall be entertained.

## **6. Availability of NIT**

6.1 Documents: Copy of the NIT can be downloaded from the website - [www.rajendracollege.nic.in](http://www.rajendracollege.nic.in).

## **7. Earnest Money Deposit:**

7.1 To safeguard the interests of the Government. Each bid will also be accompanied by an Earnest Money Deposit of Rs1,40,000/- (Rupees One lakh forty thousand only.) Earnest Money can be deposited along with the technical bid by means of bank Guarantee (in the prescribed format enclosed as Annexure –VIII) drawn in favour of Principal, Rajendra College (Auto), Balangir. The earnest Money Deposit shall have to be valid for at least six months. Technical bids not accompanied by Earnest money or Earnest Money in deviation from above shall be summarily rejected. No interest shall be payable by the Employer for the sum deposited as EMD.

7.2 Earnest Money will be returned to all unsuccessful PSUs without interest as soon as practicable after a decision on bids.

7.3 The earnest money shall be liable for forfeiture in the following events:

I. If proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.

II. If the proposal is varied or modified in a manner not acceptable to the Employer after operating of proposal during the validity period or any extension thereof.

III. If the bidder tries to influence the evaluation process.

IV. If the First ranked bidder withdraws his proposal prior to signing of contract or refuses to furnish the performance security in accordance with instructions to the bidders.

V. For contravention of any of the conditions of the NIT not acceptable to Employer.

## **8. Performance Security Deposit:**

8.1 Successful PSU shall, within one month from the date of conveying acceptance of the tender in his favour in writing, have to deposit performance Security equal to point five percent (0.5%) of the project cost for the proposed construction work as security for the fulfillment of the contract in the form of a Bank Guarantee (in the prescribed) Format in Annexure IX) drawn in favor of Principal, Rajendra College (Auto), Balangir. The performance Security Deposit shall have to be valid up to a period of 60 days beyond the end of defect liability period of facilities created under the project. Estimated cost of work may be treated as the cost accepted and approved by College.



## **9. Submission of proposals:**

**9.1 Two Bid System:** The original Technical Proposal shall be placed in selected envelope clearly marked -

**“Technical Bid in response to tender for Construction of Auditorium of Rajendra College at Balangir.”** “.Similarly the original Financial Proposal shall be placed in a separate sealed envelope clearly marked **“FINANCIAL BID in response to tender for Construction of Auditorium of Rajendra College at Balangir”**. The envelopes containing the Technical Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, be clearly marked **“DO NOT OPEN, BEFORE 1530 hrs on 15.07.2019.**and will also mention the name of the PSU with address and stamp. The college shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated in separate sealed envelope duly marked as indicated above, this will continue grounds for declaring the proposal non-responsive.

### **9.2 Technical Bids will consist of-**

- I. Copy of NIT & Clarifications issued by College to this NIT, if any duly signed and stamped each page by authorized signatory of the PSU as a mark of acceptance of all conditions of the NIT.
- II. Prescribed Earnest Money Deposit (EMD) IN THE FORM OF BG.
- III. All documents as more specifically mentioned in Para 5.1 of this NIT.
- IV. Information in Annexure I to VI.
- V. Soft / hard copy of Power Point Presentation of Auditorium building
- VI. Technical Bid not meeting this requirement or incomplete in any respect will not be considered and summarily rejected.

**9.3 Financial Bids** will consist of the Agency Charges to be quoted by the PSU in the prescribed format at Annexure-VII. The financial Proposal shall not include any conditions attached to it and such conditional financial proposal shall be rejected summarily.

**9.3.1 Taxes:** The Bidders shall fully familiarize themselves about the applicable Domestic Taxes (such as: value added tax or sales tax, GST or income taxes, duties, fees, levies etc.) on amounts payable by the Employer.

9.4 While Technical Bids will be opened on the date and time given in Para 10.1 below, financial bid of only technically qualified PSUs will be opened later for which separate date and time will be notified on the website **[www.rajendracollege.nic.in](http://www.rajendracollege.nic.in)**.

**9.5** The proposal from the interested eligible PSUs shall be accepted at the Rajendra College (Autonomous), Balangir address up to 3.00 PM (Including Standard Time) on 15.07.2019.

**9.6** The proposal will be delivered in person on the above mentioned address. The responsibility for ensuring that the proposals are delivered in time would vest with the PSU. College shall not be responsible, if the proposals are delivered late or elsewhere

**9.7** Any proposal received by the Employer either by post or courier service or in person after the specified date and time will not be opened and shall be returned unopened. College at its discretion, may extend the deadline for the submission of the proposals prior to the time of opening of Technical Bids, as it may deem appropriate

**9.8 Validity of Bids:** The Bids submitted by Bidders Shall remain valid for a period of 180 days from the deadline date for submission of bids.

## **10: Opening of Proposal:**

10.1 Tender committee constituted by Principal of Rajendra College for this purpose shall open the Technical bids at 1530 hours on 15.07.2019, at the address stated in Para 9.5 above in the presence of authorized representatives from participating PSUs who choose to attend. In case the date fixed for opening of the proposal is subsequently declared as holiday by Government, the proposal will be opened on the next working day with the time and venue remaining unaltered.

## **11. Award of Contract**

11.1 After completing the evaluation and consultations, the employer shall issue a letter of intent to the selected PSU.

11.2 The selected PSU through its authorized representative will sign the contract after fulfilling all the formalities like submission of performance security as per attached annexure within 15 days of issuance of the letter of intent failing which the deposited EMD will be forfeited in addition of debarring of PSU for two years.

11.3 Terms of payment: Terms of payment will be included in the form of contract after due deliberations with the successful bidder.

## **12. Confidentiality**

12.1 Information relating to evaluation of proposal and recommendations concerning awards shall not be disclosed to the PSUs who submitted the proposals or to other person not officially concerned with the process, until the publication of the award of contract. The undue use by any PSU of confidential information related to the process

may result in the rejection of its proposal and may be subject to the provisions of the government's antifraud and corruption policy.

### **13. Disclaimer**

13.1 The information contained in this NIT or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of college or any of its employees or advisers is provided to applicants on the terms and conditions set out in this subject to which such information is provided.

13.2 This NIT is not an agreement. This NIT proved interested parties with information that may be useful to them in formulation of their proposals pursuant to this NIT. This NIT includes statements, which reflects various assumptions and assessments arrived at by the College

This NIT may not be appropriate for all persons, and it is not possible for Rajendra College its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Nit. Rajendra College accepts no responsibility for the accuracy or otherwise for any interpretations or opinion on the law expressed herein.

13.3 Rajendra College makes no representation or warranty and shall have no liability to any person including any applicant under any law, statue, rules or regulations or principles of restitution or unjust enrichment or otherwise for any loss damages cost of expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise including the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form party of this NIT or arising in the way in the selection process.

13.4 The Rajendra College also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this NIT.

13.5 The Principal reserves the right to accept or reject any or all proposal or to annul the NIT process and reject all proposals at any given time.

13.6 The applicant shall bear all costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees etc associated with any demonstrations or presentations which may require Rajendra College or any other costs incurred in connection with the proposal.

13.7 Any effort by a PSU to influence the proposal comparison/evaluation/work award decision by way of overt/convert canvassing shall result in rejection of proposal.

13.8 The Principal reserves the right to change the schedule of dates stated in this NIT changes, if any, will be displayed on the website. As such the PSUs are requested to regularly check the website.

13.9 In case of any dispute, jurisdiction of courts will apply.

13.10 The responsibility of giving truthful information without concealing any facts is that of the PSUs. In case at any stage it is found that any information given by the PSU is false, then Principal shall have the absolute right to take any action as deemed fit without incurring any liability to the affected PSUs on the ground of Principal, Rajendra College.

#### **14. Schedule of Agency Charges to PSU.**

Rajendra College agrees to pay **PSU**, Consultancy charges of \_\_\_\_% (To be quoted in Annexure VII) including fee payable to outside consultants and sub-consultants, of the actual completion cost of the Project. GST upon consultancy charges shall be paid extra as applicable by college.

##### **Schedule of Agency charges to PSU, will be as follows:**

(a) Agency charges (Pre-Tender activities)

3.0% of the Detailed Estimated cost of Work/ Project.

Pre-Tender activities would involve Detailed Project Report including Geo-Technical investigation and survey report, Architectural Planning, design and drawings including structural design and drawings, design and drawings of all services, Detailed Estimate, invitation of bids and finalizing the bidders including all activities up to award of works, to various contractors/ vendors.

(b) Agency charges (Post-Tender activities)

Remaining agency charges based on actual completion cost of Work/ Project.

Post-Tender activities would involve Construction Management as per the defined norms including measurements and certification of bills, Completion and handing over the Project, Monitoring defects liability period, release of Security Deposit and Guarantee etc.

## 15. Accounting Procedure

- (a) As stipulated in Para 16, Rajendra College shall provide **PSU** with necessary funds in advance from time to time for meeting out the cost involved in various items under "Actual Completion Expenses/Cost" on behalf of Rajendra College as described in Para 17, to the extent payment is to be effected through **PSU**,
  
- (b) For this purpose, PSU will open, maintain and operate a separate Bank Account for the projects in it's name. The amount left in the Bank Account will be refunded to Rajendra College at the time of closing of account, after all accounts are certified by PSU Account Department. Rajendra College shall make payment of advance amount into the **designated account** of the **PSU** . These funds will be replenished on quarterly basis based on advance projections provided by the **PSU** duly certified by the **PSU** Accounts Department Procedure for such projection shall be as under:
  - (i) **PSU** shall make financial projections and forward request of funds for each quarter at least 15 days in advance.
  - (ii) Rajendra College shall provide necessary replenishment of funds on quarterly basis based on the request for funds as stated above within fifteen days of receipt of request letter from **PSU**. These payments shall be treated as advance against the Project.
  - (iii) **PSU**, shall ensure that the Cost of amounts of liquidated damages penalties recovered from the successful Suppliers/ Contractors are returned to the client after completion of project.
  - (iv) Monthly statement of accounts shall be furnished to **Rajendra College** by **PSU**, by end of the following month duly certified by the authorized Finance & Accounts representative of **PSU** Expenditure particulars of funds shall be submitted to Rajendra College.
  - (v) Whenever the need arises for obtaining Revised Sanction of Expenditure from Rajendra College as explained in Para 20 (xv) and 20 (xvii), **PSU**, shall take prompt action to approach Rajendra College with full justification,

Rajendra College shall consider approving it within **30** days of submission of such cases.

- (vi) After completion of work, the **PSU** will prepare detailed statement of accounts as per agreed formats covering various works contract-wise and the expenditure thereof duly certified by **PSU** Authorized Finance & Accounts representative with necessary supporting documents, including copies of final bills and 'As built' drawings, duly certified by the **PSU**, Engineers containing all the details of the work.

## 16. Stage of Payment

### (a) Incase of Para 14 (a) above,

Sl. No.	Stages	Percentages of agency charges Payable under para 14(a) (3% of total cost)
(i)	Preparation of Conceptual Plan to the satisfaction of the Rajendra College along with Preliminary Estimate based on it	10%
(ii)	Mobilization fees on acceptance of the preliminary estimates by Rajendra College Department, Signing of Agreement and issue of work order by Rajendra College.	20%
(iii)	Preparation of Detailed Designs, Drawings and Estimates and submission of DPR to Rajendra College	30%
(iv)	Preparation of tender Documents & obtaining approval from Rajendra College	20%
(v)	Issue, receipt and evaluation of Tenders and appointment of Works Contractors	20%
	Total	100%

### (b) In case of Para 14 (b) above

Rajendra College will make available to **PSU**, adequate resources and funds for execution of Works and timely payment to the Contractors. Rajendra College shall deposit with the PSU **33% (1/3<sup>rd</sup>) of Estimated Cost Works** as per the sanctioned Detailed Estimate, as first installment. Rajendra College shall release further installments based on the progress of work and financial projections as described in Para 15(b)-i. The initial deposit of 33%(1/3<sup>rd</sup>) would be retained by **PSU** for adjustment against the last portion of the estimated expenditure. In case Rajendra College fails to provide the funds as per requirement of **PSU**, it may be inevitable for **PSU**

to suspend abandon the Work. In such an eventuality, Rajendra College shall be solely responsible for all the consequences arising out of such stoppage/abandonment of the work including, Claims of the contractors for Compensation damages etc. due to nonpayment of dues of the Contractors. From the amount available, **PSU** will appropriate it's agency charges at the rate specified in Para 14(b) on the bills of contractor/ suppliers/ vendors as certified for payment by **PSU**

- (c) **PSU** remuneration would be on the total actual completion cost fully to be borne by Rajendra College as defined in para 17 below. The agency charges payable will be initially calculated on the basis of the Cost of work as per Detailed Estimate as sanctioned. Later on, it shall be adjusted on the basis of Works Contract Cost. Finally, the agency charges shall be adjusted as per Percentage of "Actual Completion Cost".
- (d) In addition of the agency charges mentioned in Para "14" above, the Rajendra College shall also pay **PSU** the "GST" etc, applicable on the fees at the rate as stipulated by the Government of India from time to time.
- (e) If, after the date of execution of the Agreement, the Central Government or the concerned State Government imposes any fresh Tax or charges on the Consultancy fee payable to the Consultant, the same shall be reimbursable to **PSU** by Rajendra College on production of proof of payment to the concerned department.

**17. Actual Completion Cost:**

"Actual completion cost" will consist of the expenditure incurred to be borne by Rajendra College towards the following:

- (i) Gross amount paid to the Contractor towards Construction of the Works as per Works Contract agreement.
- (ii) Cost of any materials supplied free to the Contractor including Cost of handling, transportation and storage incurred by the **PSU**
- (iii) Charges, if any, levied by Local Authorities / Providers of Services such as Water Supply, Drainage, Sewerage etc for shifting or relocation of Utilities as well as their disconnection/ connection.

- (iv) Cost of soil tests Geotechnical investigations, proof checking or structural drawings and designs.
- (v) Advertisement Charges for issuing Notice Inviting Tenders.
- (vi) Cost of testing of materials/ workmanship for items for which the Contractor is not required to pay in terms of the provisions in the Works Contract.
- (vii) Any amount paid to the Contractor towards his claim as considered reasonable by **PSU**,
- (viii) The cost of demolition / disposal, if any, will be added to actual completion cost.
- (ix) Any amount paid/ payable to Contractor towards his claims not accepted by **PSU**, but decided in favour of the Contractor by an Arbitrator or Court of Law.

#### **18. Cost To Be Borne by PSU**

- (a) **PSU** shall bear the Cost of the following items and these are deemed to have been included in the Agency charges payable by Rajendra College to the Consultant under Para 14 above.
- (b) Payments to all personnel engaged by **PSU** including their employees, architects, engineers, Sub-Consultants etc.
- (c) All travel, conveyance, living, boarding, lodging, salary and perks of **PSU** personnel engaged in the Project, insurance of all kinds for **PSU** personnel including accident benefits.
- (d) To meet their obligations to employ at site their own manpower so that on completion of the project, Rajendra College shall have no responsibility for absorbing any of them in its service.
- (e) Income Tax Payable by **PSU**



## 19. OBLIGATIONS OF RAJENDRA COLLEGE

- (a) Rajendra College will furnish layout plan of the existing structures, if any, and services, if any, in the area where new works are proposed.
- (b) Rajendra College will nominate a suitable Officer as the **Coordinating Officer** to assist PSU.
- (c) Rajendra College will hand over vacant possession of Land/Site to **PSU**. **PSU** may, if so required, take responsibility for demolition/ disposal of existing buildings/ structures. Works Contract shall not be awarded by **PSU** for and or behalf of the Client till the site is available free of the encroachments and Local Bodies' approval obtained for use of the site for the purpose for which it is intended to be used by Rajendra College.
- (d) Rajendra College will make available to **PSU** adequate resources and funds for proper execution of Works and timely payment to the Contractors. Rajendra College shall deposit with **PSU** 33% (1/3<sup>rd</sup> of Estimated Cost of Works as per the sanctioned Detailed Estimate) as first installment. Rajendra College shall release further installments based on the progress of work and financial projections as described in Par 15 (b)- 1 within 15 days of receipt of request from **PSU**. The initial deposit of 33% would be retained by **PSU** for adjustment against the last portion of the estimated expenditure. In case Rajendra College fails to provide the funds as per requirements of **PSU** , it may be inevitable for **PSU** to suspend/ abandon the work. In such an eventuality, Rajendra College shall be solely responsible for all the consequences arising out of such stoppage/ abandonment of the Work including Claims of the Contractors for Compensation/ damages etc due to nonpayment of dues of the Contractors. However, financial damages due to negligence of the **PSU** would be borne and paid by the **PSU**
- (e) Rajendra College shall assist **PSU** in obtaining approvals from Local bodies for the work and shifting relocating existing utilities if necessary . Rajendra College will with the assistance of **PSU** to obtain the necessary clearance from the Agencies, Departmental/ Local Bodies concerned for the occupation of the completed Works, if necessary.

- (f) Rajendra College will communicate his decisions whenever referred to within 7 days of such a request from **PSU** for all the matters excepting listed under para no. 15(b)(vi) above.
- (g) Rajendra College shall provide the necessary redeemable Power of attorney to **PSU** to discharge their obligations on behalf of Rajendra College.
- (h) Rajendra College shall pay the agency charges to **PSU** in line with the agreed payment schedule. If there is delay in payment as mentioned in 17(d) Rajendra College will give suitable extension of time along with escalation cost applied in the project due to such delays.
- (i) Rajendra College shall promptly take over the Works Project facilities within **15 days** from the date of certified completion in all aspects. If for any reason, the Rajendra College is unable to comply with the above requirements within the period mentioned above, **PSU** shall allow Rajendra College a further period of 15 days for taking over the works. If Rajendra College fails to take over even within the extended period, **PSU** shall become eligible to claim extra fees as may be mutually agreed between the Parties.

**20. Scope of Work:**

The detailed scope of the work to be rendered by **PSU** is as follows,

- (i) Ascertain in Rajendra College requirements , carry out detailed survey of the area and make out conceptual plans for various alternatives as required by Rajendra College , keeping in view the topographical features and functional needs of the location, with respect to the buildings if any, already existing at site, utilities etc. To make out Preliminary Estimates for the various alternatives based on plinth area rate or similar acceptable basis of rate. Freeze the conceptual Plan as finally decided by the Rajendra College and obtain Administrative approval and Expenditure Sanction from Rajendra College for the Estimated Cost of the Works and **PSU** fee, payable therein. **10% permissible excess on both items to take care of possible increase in the Cost** due to any factor at

the stage of preparation of Detailed Estimates based on Detailed Designs and Drawings.

- (ii) Carry out detailed soil testing including Geo-technical investigation to ascertain the safe bearing capacity for design of foundation.
- (iii) Carry out architectural design of the building keeping in view the need to harmonies with the landscape and other architectural features of the buildings, if any already existing in the area.
- (iv) Carry out Detailed Designs and Drawings for actual execution of the Works and obtain the approval of Rajendra College.
- (v) Prepare a Detailed Estimate with items based to the extent possible on Standard Schedule of Rates such as that of prevailing SOR in the state duly escalated by Cost Index to reflect the current day Cost and balance as Non Scheduled items. The Estimate will cover Civil Engineering Works, Electrical Engineering Works, other Engineering Works and Special installation like lifts, fire- fighting, generators and the other Equipments.
- (vi) Prepare detailed specification, tender schedule & tender documents and call tender for Civil, Electrical, other Engineering and Specialized works. The bill of Quantities shall be based on the Detailed Estimate as approved by Rajendra College. Where required by Rajendra College, Prequalification of Tenderers shall be done. Otherwise, two packet system shall be adopted with evaluation of Technical Bid including, Check of Satisfaction of Qualification Criteria done first and Financial Bids of only those Tenderers whose Technical Bids are considered acceptable opened.
- (vii) Finalise the Tender adopting **PSU** , procedure, after determining the reasonable cost of works based on market rate analysis of major items. Take Revised Sanction for Expenditure from Rajendra College if the Contract Value along with **PSU**.fees including "GST" and Construction worker welfare Cess etc. all enhanced by 10%, exceeds the Sanction for Expenditures taken under Para 20(v).

- (viii) Execute the Agreement with the Contractor for and on behalf of Rajendra College as an EXECUTIVE AGENCY and Power of Attorney Holder.
- (ix) Take single point responsibility for supervision in and execution of the proposed Works by deployment of adequate technical and supporting staff at various sites of works. The Technical team must be appointed with the consent of Rajendra College.
- (x) Liaise with Local Bodies and obtain their approvals for the Works and for shifting relocating existing utilities as necessary. Rajendra College will provide all possible assistance in this regard. Any delay by the Local Bodies in according their approval for the Works and for shifting, relocation of existing utilities will not be to **PSU** 's account.
- (xi) Submit periodic Progress Reports in the format and periodicity as stipulated by Rajendra College.
- (xii) Assessing, planning and arranging to procure materials and procure/ hire construction equipments for Engineering Works, if required as per the Works Contract Conditions.
- (xiii) Coordinating with main and sub-contractors and rendering technical advice; Holding periodic Progress Meetings and sorting out problems arising if any due to action or inaction of Rajendra College and / or **PSU**.
- (xiv) Providing adequate supervising personnel in the field to coordinate, control, supervise, inspect, liaise and report on the works at site.
- (xv) Keeping a close watch on Deviations by way of Extra items, Substituted items and Deviations in Quantities of Schedule items. Fixation of Rates for items quantities covered by Deviation orders adopting **PSU** procedure. Rajendra College is to be kept advised of the Deviation orders and rates as fixed.
- (xvi) Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications and as per programme laid down in the Works Contract Agreement.
- (xvii) Ensure quality control of the Work including materials and workmanship, certify measurement of work executed, and made progressive payments

based on physical realization completion of works, as per approved procedure and schedule of payments to Contractors.

- (xviii) Sanction of Extension of Time to the **PSU** for completion of Works, with or without Liquidated Damages, subject to keeping Rajendra College advised of the same with full details including the effect on completion Cost of works, if any.
- (xix) Finalization of accounts and closing works contracts and furnishing the Accounts along with 4 copies of "As Built" drawings on reproducible papers to Rajendra College.
- (xx) Settling the claims disputes, if any, made by the **PSU** , keeping Rajendra College advised of the same. Where there is disagreement between the **PSU** and the **CONTRACTOR**, such disputes shall be referred for Arbitration by an Arbitrator as provided for the Works Contract between **PSU** acting for on behalf of Rajendra College as EXECUTIVE AGENCY and Power of Attorney Holder and the **CONTRACTOR**. All amounts payable to the **CONTRACTOR** on his claims decided by Arbitrator directly and agreed to by the Contractor will be charged to the Cost of Works. In case where the **PSU** resorts to settling his claims through an Arbitrator, Rajendra College being the Principal Employer will implead himself as a Party in the Arbitration.

Proceeding along with **PSU ,PSU** will however fight the Arbitration case for and on behalf of Rajendra College Department. All claims in favour of the **CONTRACTOR** as per Arbitration Award, other than those attributable to gross negligence of **PSU** will be chargeable to Cost of Works, items where the Arbitrator gives award in favour of the **CONTRACTOR** overruling the decisions taken by **PSU** in items coming under the powers of **PSU** such as fixation of rates for deviation items etc will not come under the Category of "Gross negligence by **PSU** .

As regards other items, where there is a dispute between Rajendra College and **PSU** as to whether the item of Award in favour of the **CONTRACTOR** is to be classified as due to "Gross negligence of Consultant" or not, they will be settled by mutual discussions between **PSU**

and Rajendra College. If no agreement is reached by such discussions, the issue will be settled through Arbitration under Para 21. Pending decision by the Arbitrator, the amount covered by such items of award will be tentatively charged to Cost of Works. Same principles as above will also apply to decisions if any in favour of the Contractor in a Court of Law.

- (xxi) Credit to the Cost of the works all Liquidated and other damages levied on the **PSU** .
- (xxii) Complete administration and management of Contract with the Works Contractor till expiry of the maintenance period and payment of final dues to the Contractor.
- (xxiii) Collect and deliver to Rajendra College, Guarantee Bonds executed by the **PSU** for specialized items of works such as Waterproofing of structures, Termite Proofing of Structures etc which involve maintenance period extending well beyond the normal maintenance period of structures, Collect and deliver to Insurance. Policies if any, of Works still current at the time of handing over of works.
- (xxiv) Attend to the inspection, if any, carried out by Government Agencies such as Central Vigilance Commission, comply with their statutory requirement and effectively arrange for replying to their observations.
- (xxv) Obtain the necessary clearance from the Agencies/ Departments Local Bodies concerned for the occupation of the Completed works if required. Rajendra College will provide all possible assistance in this regard.
- (xxvi) The scope of work given above is purely indicative. Any other services required to be rendered in connection with the execution of the Work, shall be provided by **PSU** .
- (xxvii) In all matters, to conform to the conditionalities of and documents approved by the Funding Agency, as stipulated by **Rajendra College**.
- (xxviii) **PSU** will make presentation before the Institute's Building & Works Committee quarterly detailing Physical and Financial Progress of the Works.

## 21. IMPLEMENTATION PERIOD

- (i) The works shall be completed within \_\_\_\_\_ calendar months from the date of award of work (Timeline to be decided by Rajendra College).
- (ii) For each calendar day of delay in the completion of the works due to the fault or negligence of the **PSU**, the **PSU** shall pay to the Rajendra College a sum equal to 1/ 1000 of the Agreement Amount with an upper limit of 5% (Five percent) of the Project cost.
- (iii) Any claim for extension of the completion date of the Project shall be made by **PSU** in writing to the **Rajendra College** through the Consulting Engineer, not more than 15 days after the commencement of the delay and shall be approved by the **Rajendra College**.
- (iv) The **PSU** shall liaise with the **Rajendra College** and the consultant and prepare a Detailed Implementation Schedule within 7 days from the date of award of work. This Implementation Schedule shall show the various parts of the Works in details and duration of execution of such activities and the flow of works till the completion of the Project within the specified implementation period.

## 22. DEFECT LIABILITY PERIOD

- (i) There shall be a "Defect Liability Period "of 12 months for all works executed by the **PSU** under this agreement.
- (ii) The commencement date of this "Defect Liability Period "shall be from the date when the **College** certifies in writing that the Project has been 100% satisfactorily completed. A "Certificate of Initial Hand Over" shall be issued to the **PSU** by the Consultant. Until a "Certificate of Final Hand-Over" is issued by the Consultant at the end of the Defects Liability Period, the **PSU** shall continue to be bounded by the agreement.
- (iii) The **PSU** shall be obliged to rectify any defect or non-conformities that are notified to him by the **Rajendra College** or the Consultant during the " Defects Liability Period" at his own cost.

### 23. Tender Evaluation

1. If required, the college may seek clarifications on the Technical bid of applicants. If the clarifications sought by the college are not received in stipulated period then technical evaluation will be done based on available data in their technical bid. Evaluators of technical bid shall have no access to the financial bid until the technical evaluation is concluded.

2. The details submitted by the bidders followed by Presentation by the eligible bidders will be evaluated in the following manner:

3. Evaluation shall be made under Combined Quality cum Cost Based System (CQCCBS). Under CQCCBS, the technical proposals will be allotted weightage of 80% and only agencies securing minimum 70% marks in technical evaluation shall be considered technically qualified. Financial proposals of only those agencies who are technically qualified shall be opened publicly on the date & time specified to be notified separately, in the presence of the agency's representatives who wish to attend. Financial proposals will be allotted weightage of 20%.

Financial proposals will be checked and the bidder will be ranked accordingly. The lowest bidder would be getting 20 Marks and next lowest bidder would be scored as per illustration below:

<b>Bidders</b>	<b>Lumpsum cost given in the financial bid</b>	<b>Calculation</b>	<b>Normalized Score</b>
Bidder L-1	1000	$1000*20/1000$	20.00
Bidder L-2	1025	$1000*20/1025$	19.51
Bidder L-3	1050	$1000*20/1050$	19.04

The numerator will be the charges as lumpsum fee quoted by L-1 and denominated will be the bidder charges as lumpsum fee quoted by respective bidders.

4. Presentation: A detailed presentation by the eligible bidders shall broadly include

- Experience in carrying projects in related sectors
- Details of similar qualifying project - at least one
- Concept of the proposed project
- Time line for completion



5. The Total Score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up

**Composite Weighted Score = 0.8 X Technical Score + Normalized Score**

6. Highest Point Basis: On the basis of combined weighted score for quality and cost, the agencies shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

7. The Total Score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

8. College, however reserves the right to restrict the list of such qualified bidders to any number deemed suitable by it.

09. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,
- (b) Record of poor performance such as abandoning work, not properly completing contract, or financial failures/weakness etc.
- (c) In case the conditions (a) & (b) mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and Principal, Rajendra College shall, without prejudice to any other right remedy, be at liberty to forfeit the Earnest Money Deposit as specified above

## TECHNICAL BID

### Proposed Quality Evaluation Criteria

(Total Weightage 100 marks for Central/State PSUs)

#### Annexure-I

Sl. No	Criterion	Evaluation Criteria
<b>A</b>	<b>Organizational Strength</b>	<b>10. marks</b>
	Presence of in-house professionally qualified staff in the PSU's Odisha office in following indicative categories	
	<ul style="list-style-type: none"> <li>• Civil Engineer</li> </ul>	Civil Engineer (Min Qualification-B. Tech) <ul style="list-style-type: none"> <li>• Above 10Engineers :10marks</li> <li>Between 6 to 8Engineers:5marks</li> </ul>
<b>B</b>	<b>Relevant Experience</b>	<b>15 marks</b>
(i)	Experience in development of Higher Education Collegecampus/ University campus(during last 12 years). Amount of executed works will be considered.	Above Rs.150Cr.:15marks Between 100-150 Cr :10 marks Between 50-100 Cr:07marks Between 0-50 Cr: 5 marks
<b>C.</b>	<b>Financial Capability</b>	<b>10 marks</b>
(i)	Average Annual financial turnover in last five financial years (2013-14,2014-15,2015-2016,2016-2017,2017-2018)	Above Rs.150 Cr:10 marks Rs.100 to 150 Cr :07 marks Upto100 cr:5 marks

<b>D</b>	<b>Approach and Methodology</b>	<b>15 marks</b>
	PSU's Approach on Project Management and Methodology to perform the Consultancy assignment	<p>Mark to be allotted by client's evaluation committee/ team on the basis of presentation made by the PSU on the following parameters:</p> <ol style="list-style-type: none"> <li>I. Technical approach and methodology:2 marks</li> <li>II. Work plan including PERT/CPM chart :2 marks</li> <li>III. Maintenance of quality:4marks</li> <li>IV. Steps to be taken for timely completion of the project. Plan B or alternate methods to complete the project in any eventuality:2 marks</li> <li>V. Experience of working in infrastructure of Higher Education facilities :2mark</li> <li>VI. Organization and staffing. Including suitability of the key personnel for the project:3marks</li> </ol>
<b>E</b>	PSU's having the operating Office in Odisha (Documentary evidence to be submitted. )	<b>10 Marks</b>
<b>F</b>	<b>Power Point Presentation on the design concept, cost estimate&amp;timeline of Auditorium building.</b>	<b>40 marks</b>
	<b>Total (A to F)</b>	<b>100marks</b>

Signature of Authorized Signatory

Name of Authorized Signatory

PSU Stamp

**Annexure-II**

Details about Bidding PSU

Sr. No.	Particulars										
1	Full Name of the Bidder PSU (in Capital letters )										
2	Full address of the Bidder PSU										
3	(A) Telephone /Mobile No (B) E-mail										
4	Names and details of the Authorized signatory of this NIT(Address, Designation, Contact, telephone number, Mobile number, FAX no. Email-Id)										
5	Has the bidder PSU been black listed by any organization.If so attach the details of the same.										
6	PAN										
7	TIN										
8	GST registration No.										
9	No. of full time employees with the bidder PSU	Graduate Engineer					Supporting Staff (Technical)				
10	Financial strength of the organization for the last 5 years.	Turn over					Net Profit				
		13-14	14-15	15-16	16-17	17-18	13-14	14-15	15-16	16-17	17-18

11. it is here certified that..... (The bidding PSU herein) has never been blacklisted by central/ State governments/PSUs.

12. It is hereby submitted that all the terms and conditions of this NIT are acceptable to the PSU/State PSU.

I hereby certify that the above mentioned particulars are true and correct.

Signature of Authorized Signatory

Name of Authorized Signatory  
PSU Stamp

**Annexure-III**

Details of Key Personnel

Sl. No.	Category	No. of Persons
1	Graduate Engineer Civil	
2	Supporting Staff (Technical)	
	Total	

Signature of Authorized Signatory

Name of Authorized Signatory

PSU Stamp

**Annexure-IV**

Detail of Networking office in Odisha

Sl. No.	Location (Full address)	No. of personnel		Details of Office Space
		Graduate Engineer <ul style="list-style-type: none"><li>• Civil</li></ul>	Supporting Staff (Technical)	

Signature of Authorized Signatory

Name of Authorized Signatory

PSU Stamp

**Annexure-V**

**Details of works /Projects executed (Experience in higher Educational campus , University campus and other high end infrastructure projects) during last ten years 2008-09 to 2018-19**

Sr No.	Name of Client	Name of project	Exact Location/ Site of the Project	Approved cost of Project	Date of commencement of project	Timelin e fixed for compl etion	Actual date of compl etion	Final cost of project	Is there any dispute /Arbitration case pending in respect of the project	Remarks

Signature of the authorized Signatory

Name of authorized signatory

PSU Stamp



## Annexure-VI

Performa for Performance Statement of ongoing Projects Under execution

Detail of projects under execution:

Sr. No.	Works order placed by (full address of client)	Order number & date	Description of work awarded	Total value of work	Date of commencement of work	Proposed date of Completion of work	% Physical work done till date	Financial work done till date	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of the authorized Signatory

Name of authorized signatory

PSU Stamp

**Annexure-VII**

**FINANCIAL BID**

<b>Sl. No</b>	<b>Description</b>	<b>To be Quoted in percentage as mentioned (in fig)</b>	<b>To be Quoted in percentage as mentioned (in word)</b>
1	The PSU to quote the rates in percentage (inclusive of overheads/ margin of profit) towards rendering Project Management Consultancy. The above quoted rate shall be exclusive of GST.		

Note: The GST shall be paid extra as applicable by college.

Signature of Authorized Signatory

Name of Authorized Signatory  
PSU Stamp

**Annexure- VIII**

**BID SECURITY (BANK GUARANTEE)**

WHERE AS \_\_\_\_\_ ( name of bidder)

(hereinafter called "the bidder") has submitted his bid dated

\_\_\_\_\_ (date) for \_\_\_\_\_ (name of contract ) (here after called "the bid")

KNOW ALL PEOPLE by these present that we \_\_\_\_\_ (name of the bank) of \_\_\_\_\_ (name of the country) having our registered office at \_\_\_\_\_ (here after called "the bank") are bound unto \_\_\_\_\_ (name of employer)

(hereinafter called the employer in the sum of \_\_\_\_\_ for

Which payment well and truly to made to the said employer the bank binds itself, his successors

And assigns by these parents.

SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of his obligations are:

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

Or

(2) If the Bidder having been notified of 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 instruction of Bidders, if required; or
- b. Fails to refuses to furnish the performance security , in accordance with the instruction to bidders,  
Or
- c. Does not accept the correction of the Bid Price.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand. Without Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK

\_\_\_\_\_

\_\_\_\_\_ SEAL

\_\_\_\_\_

(Signature, name and address)

\_\_\_\_\_

\_\_\_\_\_

1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees

2. 28 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

**Annexure - IX**

**PERFORMANCE SECURITY**

TO \_\_\_\_\_ (Name of Employer)

\_\_\_\_\_ (Address of Employer)

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

Hereinafter called "the contractor) has undertaken, in pursuance of  
contact \_\_\_\_\_ No.  
\_\_\_\_\_ date \_\_\_\_\_

to execute \_\_\_\_\_ ( name of contract and brief  
description of works) ( hereinafter called "the contract")

AND WHEREAS we have agreed to give 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) \_\_\_\_\_ ( in words ) such sum being payable in the types and  
proportions of in which the contract price is payable, and we undertake to pay  
you, upon your first written demand, and without cavil or

Argument, any sums within the limits of  
\_\_\_\_\_

\_\_\_\_\_ ( amount of guarantee ) 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 or 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 changes, addition or modification.

Signature and seal of the guarantor

Name of Bank\_\_\_\_\_

Address\_\_\_\_\_

Date\_\_\_\_\_

1. An amount shall be interested by the Guarantor, representing the percentage of the contract price specified in the contract and denominated in Indian Rupees.