

REHABILITATION PLANTATIONS LIMITED

REGISTERED OFFICE – PUNALUR

TENDER CONDITIONS & REQUIRED BID DOCUMENTS

RE -TENDERING FOR THE RENOVATION OF DRAINAGE SYSTEM OF OFFICE BUILDING HEAD OFFICE

1.1 Scope of the Bid:-

1.1.1 Invites bids from contractors registered with Kerala Public Works Department or Central PWD or Other Central or State Government Departments or State or Central Public Sector Undertakings etc for the Work detailed in the Notice Inviting Tender (NIT).

1.1.2. Throughout these bidding documents:

a) The terms 'in writing' means communicated in written form and delivered against receipt;

b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and any reference to masculine gender shall whenever required include feminine gender and vice versa.

c) "day" means calendar day.

d) The terms "bid" and "tender" and their derivatives "Bidder/tenderer, bid/tender, bidding/tendering etc.," are synonymous.

e) The term "Company" shall mean REHABILITATION PLANTATION LIMITED PUNALUR. Employer will carry out its functions and obligations through officers who have been delegated powers for the same.

f) The "Tender Inviting Authority", "Accepting Authority" and the "Agreement Authority" means the officer who has invited and received bids for the Work and has executed agreement for execution on behalf of the Employer or the Employer itself. The Tender Inviting Authority, Accepting Authority and the Agreement Authority shall be one and the same person unless otherwise specified by the Employer

g) "Contract Price" means price approved by the Employer after bidding and stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

1.1.3. The bid invited shall be of Percentage rate contract.

1.1.4. The mode of this tender is e-tender.

1.1.5. The company means Rehabilitation Plantations Ltd, Punalur

1.2 Eligible Bidders

1.2.1. A Bidder shall be a registered contractor (up to D-Class)of Kerala Public Works

Department, Central PWD, Other Central or State Government

Departments, State or Central Public Sector Undertakings etc in

the required category as specified in the NIT.

1.2.2. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids .

1.2.3. Ineligible bidder or bidders who do not possess valid & active

Registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

1.2.4. All Bidders are required to register in the e-procurement portal.

The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her

valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information as asked for

about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature

Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms and documents.

1.2.5. A firm/bidder shall submit only one bid in the same bidding

process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

1.2.6. Joint ventures or Consortiums of two or more registered contactors

are not permitted.

1.3.

1.3.1. The bidder shall bear all costs associated with the preparation & submission of bids and site visits, and the Company will in no case be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.

1.3.2. The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website

(www.etenders.kerala.gov.in). However a bid submission fee, as mentioned in the NIT, is required to be submitted along with the Online bid.

1.4. Site Visit

1.4.1. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. He shall

Examine the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bid own expense

1.4.2. The bidder and any of his personnel or agents will be granted permission by the Company to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify the Company and its personnel and agents from and against all

liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

1.5. Getting information from web portal

1.5.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

1.5.2. All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances.

1.5.3. The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, and the company shall not be responsible for any kind of such issues faced by bidder.

2. Bidding Documents

2.1. Content of Bidding Documents

2.1.1. The bidding documents shall consist of the following unless otherwise specified

- a) Notice Inviting Tender (NIT)
- b) Tender conditions
- c) Technical Specifications
- e) Form of Bid, Appendix to Bid, Preliminary agreement format
- f) Bill of Quantities (BOQ)
- g) Drawings (if any)

2.1.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

2.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

2.2. Clarification of Bidding Documents

2.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 am and 5 pm.

2.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum in pursuance to clause 2.3 of this bid document.

2.3. Amendment to bidding documents

2.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.

2.3.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.

2.3.3. If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

3. Preparation of Bids

3.1. Language of the Bid

3.1.1. All documents relating to the bid shall be in the English language.

3.2. Documents Comprising the Bid

3.2.1. The online bid submitted by the bidder shall comprise the following

- a) Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format.
- b) Online payment of bid submission fee as detailed in the e-tender web site.
- c) Bid Security payment details.
- d) Copy of Registration Certificate duly attested.
- e) Duly signed preliminary agreement.
- f) Priced Bill of Quantities. (BOQ)

3.2.2. The relevant CPWD/MoRTH specifications and BIS/IS codes and the relevant sections of the National Building Code, PWD Manual, PWD Quality Control Manual and the PWD Quality Control Laboratory Manual shall be considered as part of this bid documents though individual copies are not attached along with the bid documents.

3.2.3. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

3.3. Bid Prices

3.3.1. The Bidder shall bid for the whole work as described in the Bill of Quantities. (BOQ)

3.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder.

3.3.3. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, hire charges of plant and machinery, overheads and all incidental charges for execution of the contract. The rate quoted shall also

include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the contractor.

3.3.4. The quoted rates shall also include expenses towards all Quality Control tests (first tier) prescribed in the PWD Quality Control Manual to be done at Government approved institutions.

3.3.5. All taxes applicable as part of execution of this contract shall payable by the Contractor and the company will not entertain any claim whatsoever in respect of the same.

3.3.6. All taxes, royalty and other levies payable by the contractor

under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work.

3.3.7. No material will be issued by the company for executing the works under this contract.

3.3.8. The rates and prices quoted by the bidder shall remain firm during the entire period of contract. In the case of Works for which time of completion originally fixed exceeds the contract period the provisions of the price adjustment as mentioned in the PWD Manual will be applicable.

3.4. Currencies of Bid and Payment

3.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

3.5. Bid Validity

3.5.1. Bids shall remain valid for the period of 60(sixty) days from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by the Company as non-responsive.

3.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail. A bidder may refuse the request without forfeiting its bid

security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 3.6 in all respects.

3.6. Bid Security

3.6.1. The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e tenders, Bidders shall remit the Bid Security using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website www.etenders.kerala.gov.in for State Bank of India or by using online facility. Bidders opting for online facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Security is credited and a confirmation is reflected in the e-Procurement system.

The online remittance form provided by e-Procurement system for making an online transaction is not a payment confirmation. The Company Shall not be responsible for any kind of delay in payment status confirmation.

3.6.2. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Company as non-responsive.

3.6.3. The Bid Security of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.

3.6.4. The Bid Security of the successful Bidder will be adjusted to the performance Guarantee at the time of executing the agreement. when the Bidder has furnished the required Performance Guarantee and signed the Agreement.

3.6.5. Waiving of Bid Security is allowed in respect of organizations, which are exempted by Government to that effect. In this case, the bidder shall produce copy of Government order showing exception in remittance of bid security while participating in the tender process.

3.6.6. The Bid Security may be forfeited:

- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
- b) if any modification is effected to the tender documents or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - a.i. sign the Agreement; or Guarantee or Furnish the required Performance
 - a.ii. If the bidder fails to convince the Employer about the reasonability of his bid prices in the case of an unbalanced bid.

- d) In such cases the work shall be rearranged at the risk and cost of the selected bidder.

3.6.7. The Bid Security deposited with the Company will not carry any interest.

3.7. Bid submission fee

3.7.1 For e tenders, the mode of remittance of Bid submission fee (Tender Fee) shall be the same as detailed for remitting Bid Security.

For e tenders, Bidders shall remit the Tender fee using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website www.etenders.kerala.gov.in for State Bank of Travancore or by using

online facility. Bidders opting for online facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Submission Fee is credited and a confirmation is reflected in the e-Procurement system. The online remittance form provided by e-Procurement system for making an online transaction is not a payment confirmation. PWD/NIC/SBT/KSITM shall not be responsible for any kind of delay in payment status confirmation.

3.7.2. Any bid not accompanied by the Tender Fee as notified shall be Rejected by the Company as non-responsive.

3.7.3. Tender Fee remitted will not be refunded.

3.8. Alterations and additions

3.8.1. The bid shall contain no alterations or additions, except those to comply with instructions issued by Company, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

3.8.2. The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. The bidder is not required to present alternative construction options and he shall use without exception the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any bidder who fails to comply with this clause will be disqualified.

4. Submission of Bids

4.1. All documents of the Bid as required shall be typed or written in Indelible ink and shall be signed by the bidder or person duly authorized to sign on behalf of the Bidder.

4.2. In the event of the tender being submitted by a partnership firm, it must be signed by the lead partner holding a valid power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

4.3 The Bidder shall submit their bid online only through the e-GP web site of Kerala (www.etenders.kerala.gov.in) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the e tendering portal <http://www.etenders.kerala.gov.in>. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. The following scanned copies of documents are to be submitted online as required by the e-tenders portal.

4.3.1. Copy of remittance towards bid submission fee and Bid Security.

4.3.2. Self-attested Copy of the bidder's valid registration certificate in Kerala PWD, CPWD or other approved agencies as per clause 1.2.1.

4.3.3. The bidder shall digitally sign all statements, documents,

Certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.

4.3.4. In addition to the above, the bidder shall upload a complete set of bid document with NIT and sections from 1 to VII using his digital signature as a token of acceptance of all bid conditions and the absence of complete set of bid document in the submitted bid shall be treated as non-responsive and will be rejected by the Employer.

4.3.5. Price bid

4.3.5.1. This shall contain only the duly filled BOQ-file in MS-Excel format and shall be uploaded using the digital signature of the bidder in the e-tenders portal.

4.4. After the submission of bid online in the e-tenders portal, the hard copies of the following are to be submitted to the Tender Inviting Authority.

4.4.1.1. Copy of remittance towards bid submission fee and Bid Security.

4.4.1.2. Copy of confirmation of bid submission in the e-tenders portal.

4.4.1.3. Self attested Copy of the bidder's valid registration certificate in Kerala PWD, CPWD or other approved agencies as per clause 1.2.1.

4.4.1.4. Duly filled and signed copy of requisition for e-payment form as per item no-6 Part-VI of this bid document in original.

4.5. This whole set of certificates and documents shall be sent to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline of opening of bid. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the date of opening of bid.

4.6. The Price bid shall only be submitted through online. The Tender Inviting Authority shall open the price bid in the presence of bidders or their authorized representatives preferably on the last day of bid submission after the prescribed time for bid submission.

4.7. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

4.8. Deadline for Submission of the Bids

4.8.1. Bid shall be received only ONLINE on or before the date and time as notified in NIT.

4.8.2. The Tender Inviting Authority, in exceptional circumstances and at

its own discretion, may extend the last date for submission of bids, in which case all rights and obligations of the Company and the bidders previously subject to the original date will then be subject to the new date of submission.

4.8.3. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

4.9. Modification, Resubmission and Withdrawal of Bids

4.9.1. Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed.

Resubmission of bid shall require uploading of all documents including price bid afresh.

4.9.2. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

4.9.3. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

5. Bid Opening and Evaluation

5.1. Bid Opening

5.1.1. Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.

5.1.2. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present

during the bid opening at the opening location if they so desire.

5.1.3. In the event of the specified date of bid opening being declared a holiday for the Company, the bids will be opened at the same time on the next working day.

5.2. Confidentiality

5.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

5.2.2. Any effort by a Bidder to influence the Company during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 9 of ITB and may result in the rejection of the Bidders' bid.

5.3. Clarification of Bids

5.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

5.3.2. Subject to clause 5.3.1, no Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

5.4.Examination of Bids, and Determination of Responsiveness

5.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid

- a. whether it meets the required registration class as specified in the NIT;
- b. is accompanied by the required bid security, bid submission fee and the required documents and certificates.

5.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- a. which affects in any substantial way the scope, quality, or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position

of other Bidders presenting substantially responsive Bids.

5.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

5.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.

5.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

5.4.6. Single tender shall not be opened in the first tender call.

5.5.Negotiation on Bids

5.5.1. The Tender Inviting Authority shall not resort to any negotiation on the Bids submitted by the responsive bidders. The rates quoted by the bidders are final and shall not be changed at any stage during evaluation and award of work.

6.Award of Contract

6.1. Subject to Clause 5, the Agreement Authority 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.

6.2 In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security, or enter into agreement with the Agreement Authority within the specified time limit, subjected to clause 3.6.6 of this section, the Bidder shall be debarred in future from participating in all Government Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.

6.3. If the grand total quoted amount by a bidder is less than 75% (seventy-five percent) of the total estimated cost put to tender, then such bids will be processed based on the directions contained in Government order GO(P) No-124/2016/Fin dated 29-8-2016 or any subsequent modifications thereof. If two or more bidders quote the same lowest amount, the Tender Inviting Authority shall finalize the tender through a transparent draw of lots. The Tender Inviting Authority along with his subordinate officers and the contractors who have quoted the lowest and equal amounts in their bids (or contractor's authorized representatives) shall be present during the draw of lots.

6.4. The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

6.5. Companies Right to Accept any Bid and to Reject any or all Bids

6.5.1. Notwithstanding Clause 6.1 to 6.4, the Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

6.6. Notification of Award and Signing of Agreement

6.6.1. The Bidder, whose Bid has been accepted, shall be notified of award by the Agreement Authority prior to expiration of the Bid validity period by e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Contractor as prescribed by the Contract.

6.6.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Guarantee in accordance with the provisions of Clause 7, within 14 (fourteen) days of issue of letter of acceptance.

6.6.3. If the successful bidder fails to furnish the required Performance Guarantee as detailed in clause 7 of this section and enter into contract, within the above stipulated time, further ten days' time will be allowed at the request of the bidder, for which the successful bidder has to remit a fine equal to 1% of the Contract Price as per his quote amount subject to a minimum of Rs.1000 and maximum of Rs.25,000.

6.6.4. Upon the furnishing by the successful Bidder of the Performance Guarantee, the Agreement Authority will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security.

7. Performance Guarantee and Performance Security Deposit

7.1.The bidder whose tender is accepted shall be required to furnish the following

7.1.1. Performance Guarantee to be submitted before executing agreement and

7.1.2. Performance Security Deposit to be recovered from running bills.

7.2.Performance Guarantee to be submitted at the award of contract should be 5% of Contract amount and should be submitted within 14(fourteen) days of receipt of LOA (Letter of Acceptance) by the successful Bidder in the form .

7.2.1. At least Fifty percent(50%) of Performance Guarantee shall be in the form of Treasury Fixed Deposit in the name of Agreement Authority for a period not less than 28 (twenty-eight) days after the completion of defect liability period and

7.2.2. Balance Performance Guarantee in the form of bank guarantee.

Bank Guarantee is to be submitted in the format prescribed by the Company in the bid document. Bank Guarantee shall be unconditional and it shall be from any Nationalised Bank/Scheduled Bank to be submitted before executing agreement and shall be valid till 28(twenty-eight) days after the completion of defect liability of the Work, in approved format. The Bank Guarantee on instalment basis with lesser period of validity shall not be accepted.

7.3.After the submission of Performance Guarantee and its acceptance

the Bid Security will be refunded .

7.4.Performance Security Deposit shall be deducted at 2.5% from running bills. Total of performance Guarantee is 5% of contract amount (agreed PAC) while total of Performance Security Deposit is 2.5% of the value of work done.

7.5.The above Guarantee amounts shall be payable to the Company without any condition whatsoever.

7.8. The Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages stipulated in the other clauses in the bidding documents.

7.9. The Agreement Authority shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Performance Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Performance Guarantee/Performance Security Deposit shall have to be restored by Contractor subsequently.

7.10. The Performance Bank Guarantee submitted in the form of Bank Guarantee will be returned to the Contractor without any interest after 28 days after the satisfactory completion of defect liability period. Half of Performance Guarantee in the form of treasury fixed deposit can be released upon submission of an indemnity bond of equal amount by the Contractor indemnifying the Company any loss on account of this after the virtual completion of the Work. The balance half of Performance Guarantee in the form of treasury fixed deposit will be released after the satisfactory completion of Defects Liability Period.

7.11 Performance Security Deposit shall bear no interest and can be released against bank guarantee on its accumulation of a minimum amount of Rs. 5 lakhs subject to the condition that the amount of BG except the last one shall not be less than Rs. 5 lakhs. This amount will be released after passing the final bill as in the case of refund of deposit.

7.12. Failure of the successful Bidder to comply with the requirements of sub-clause 7.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

8. First tier Quality Control Tests

8.1. Primary responsibility of maintaining quality of all items of work as per specifications and standards prescribed in the PWD Quality Control Manual vests with the Contractor. The Contractor shall carry out all First tier Quality Control tests prescribed by the PWD Quality Control Manual at his own expense and submit it along with the bills submitted for payment

039. Corrupt or Fraudulent Practices

9.1. It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

9.1.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

9.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Company and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels .

9.1.3 Government of the benefits of free and open competition. "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;

9.1.4. "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.

9.2. Company will reject a bid, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

MANAGING DIRECTOR

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