

BATHINDA DEVELOPMENT AUTHORITY BATHINDA

**BID DOCUMENT
FOR
CONSULTANCY SERVICES**

FOR

**PLANNING, DESIGNING, PREPARING DRAWING AND ESTIMATES
OF HEAD WATER WORKS**

i.e.

1) RAPID SAND FILTRATION PLANT 1.5 MGD

2) S & S TANKS

3) O.H.S.R.

**AND ALL OTHER REMAINING RELATED STRUCTURE TO
WATER WORKS**

AT

(BDA ENCLAVE) URBAN ESTATE PHASE-IV&V

BATHINDA (PUNJAB)

LAST DATE FOR SUBMISSION OF APPLICATION:

COST OF BID DOCUMENTS: Rs. 200.00

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DOCUMENT ISSUED TO:

Name of agency: _____

Receipt No: _____

Date: _____

Contractor
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Witness 2

Divisional Engineer (PH)

BATHINDA DEVELOPMENT AUTHORITY - BATHINDA.

SHORT TENDER NOTICE

Sealed Tenders in triple envelope system are hereby invited for Consultancy Services for planning, designing, preparing drawings and Estimates of Head Water Works at (BDA Enclave) Urban Estate Phase- 4 & 5, Bathinda for 185 Acre areas. The Tender documents may obtain along with prescribed forms at non refundable cost of Rs. 200/- (Rs. Two Hundred only) from the office of undersigned or same can also be downloaded from BDA website www.bdabathinda.com. The bids will be received upto 3:00 P.M. on 09-11-2010 and opened at same time in the presence of bidders or their authorized representatives, who may like to be present, in the office of Divisional Engineer(PH), BDA-Bathinda. The Consultants responsibility/scope of work is as below :-

Sr. No.	Description of Item	Time Limit	Earnest Money	Rate to be quoted by the consultants
a)	Preparation of Planning, design, drawings & cost estimate of main components of water works.	One Month for Sr. No. a & b	10000/-	
b)	Preparation of Bid documents separately for (i) Rapid sand filtration plant 1.5mgd capacity. (ii) Over head services reservoir and (iii) all other remaining structures (including s/s tank. pump house, machinery, clear water reservoir & ancillary buildings)			
c)	Processing of Technical Bids of bidders to bring them at par with each other as well as with DNIT norms.	10 days		
d)	Vetting, process hydraulic design of rapid sand filtrations plant.	10 days		
e)	Checking of structural design of the RCC structures via; OHSR, Filtration plant. CWR etc;	10 days		

Terms and Conditions :-

- 1) Earnest money drawn in favour of D.E.(PH), BDA-Bathinda in the form of demand draft drawn on any schedule bank payable at Bathinda will only be accepted.
- 2) BDA reserves the right to reject any or all the Bid without assigning any reason.
- 3) If date of opening of Bid is declared as Public Holiday then the Bid will be received and opened on next working day at the same time and same place.
- 4) Scope of work and site condition and all other relevant documents can be seen in the office of Divisional Engineer(PH) BDA-Bathinda on any working day during office hours.
- 8) Bid should be submitted in double envelope system i.e. conditions & bid separately.
- 9) Only those consultants will be eligible for bidding which have experience of designing minimum two nos. of similar types of consultancy jobs in any Govt./Semi Govt. department within last three years and have a overall experience of ten years in this field and should be qualified Degree Holder Engineer.

Contd.P-2-

-2-

Contractor
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Witness 3

Divisional Engineer (PH)

- 10) The department will supply complete data required for preparation of these documents i.e; Bearing capacity of soil, water table, surveyed plan of the water works area and daily water requirement details.
- 11) The payment for your consultancy services will be made by Divisional Engineer (PH), BDA-Bathinda in the following stage.
- 12) Tenders should be submitted in one sealed envelope containing three separate envelopes. Envelope A-Containing details of the similar projects undertaken earlier with performance certificate from the client Centre / State Govt./Semi Govt. Deptt, Envelope B- containing earnest money and cost of tender documents (if required) and Envelope-C- containing the financial bid.

a)	Preparation of design, drawings & cost estimate of main components of water works.	15% of Total Fee
b)	Preparation of Bid documents separately for (i) Rapid filtration plant 1.5mgd capacity. (ii) Over head services reservoir and (iii) all other remaining structures (including s/s tank. pump house, machinery, clear water reservoir & ancillary buildings)	20% of Total Fee
c)	Processing of Technical Bids of bidders to bring them at par with each other as well as with DNIT norms.	10% of Total Fee
d)	Vetting, process hydraulic design of rapid sand filtration plant.	10% of Total Fee
e)	Checking of structural design of the RCC structures viz; OHSR, Filtration plant. CWR etc;	15% of Total Fee
f)	On appointment of contractor for execution.	10% of Total Fee
g)	On completion of work & Testing of Plant.	20% of Total Fee

The rates should be inclusive of Service Tax/Professional Tax, if any, and nothing shall be paid extra to the consultants by BDA.

Divisional Engineer(PH),
BDA-Bathinda.

Endst.No.BDA-DE(PH)/BTI/2010/.....Dated.....

A copy of the above is forwarded to the following for information and vide publicity :-

1. Chief Administrator, BDA-Bathinda.
2. Addl. Chief Administrator, BDA-Bathinda.
3. Chief Engineer, BDA-Bathinda.
4. Superintending Engineer, BDA-Bathinda.
5. Divisional Engineer(Civil-1/Civil-2), BDA-Bathinda.
6. Divisional Engineer(PH-I/PH-II), GAMADA-Mohali.
7. Accounts Office, PUDA-Mohali at Bathinda.
8. Notice Board.
9. Executive Engineer, Pb. W/S & Sanitation Deptt., Bathinda.
10. Superintending Engineer, Pb. W/S & Sew. Board, Bathinda.

Divisional Engineer(PH),
BDA-Bathinda.

Contractor
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Witness 4

Divisional Engineer (PH)

1.0 IMPORTANT GUIDELINES/INSTRUCTIONS

- 1.1** BDA intends to engage Consultants / Consulting firms for Job as per Tender Notice on turnkey basis.
- 1.2** The preparation of suitable design, planning's, drawings and other related papers will be as per Terms of Reference (TOR) and detailed scope of work.
- 1.3** Each Consultant / Consulting firms is required to quote composite price for all the components of W.T.P.. The Consultant / Consulting firms is required to furnish the detailed cost break-up and other clarifications to the proposals submitted by firm as may be required to adjudge the genuineness of his proposals. Negotiations will be held with the Consultant / Consulting firms only if the firm fulfils the experience criteria. Quality and competence of the Consultant / Consulting firms shall be considered as the paramount requirement. If the negotiations fail with lowest bidder then next Consultant / firm will be invited for negotiations. The first lowest Consultant / firm will have no claim what so ever. The proposal of Consultant must include consultancy services to all works/sub work of the Water Treatment Plant, OHSR and other related works. Any bid which does not include the services for all the components of Water Treatment Plant will be considered incomplete & will not be accepted.
- 1.4** BDA reserves the right to reject any offer and to negotiate with any Consultant / Consulting firm, whose offer may be found nearest to the requirement laid down in TOR, BDA also reserves the right to allot the work to one or more Consultant / Consulting firms as the need be according to its requirements.
- 1.5** The proposal shall remain open for acceptance for a period of 30 days from the date of opening of financial bid by BDA. Please note that the cost of preparing the proposal and of negotiations including visit to BDA's office or sites, if any, is not payable.
- 1.6** Consultant will have to supply the detailed information regarding any manufacturing or construction firm whether of civil, mechanical or electrical in nature etc. with which he is associated.

1.7 The bid shall be accompanied with Earnest Money for an amount of Rs. 10000/- in the shape of Demand Draft in favour of Divisional Engineer (PH), BDA Bathinda Payable at Bathinda. Earnest money shall be appended with the tender in a separate sealed envelope superscribed with name of the work, its date of opening. The cost of Tender form in the form of demand draft should also be attached along with the earnest money in case the tender documents have been downloaded from the website. Tender without Earnest Money or cost of tender documents shall not be entertained and shall be rejected summarily. The earnest money should be in a separate envelope clearly marked “Earnest Money”. The earnest money of successful bidder shall be converted into security and will be refunded after completion of the project along with Bank Guarantee.

1.8 The consultant will have to furnish a Performance Bank Guarantee, to cover the amount of liquidated damages and/or the compensation of the breach of contract, of Scheduled Bank in the prescribed format (specimen form attached at Annexure- III) in favour of the Divisional Engineer (PH) BDA, Bathinda for an amount of 10 percent of the amount of the contract. The Bank Guarantee shall be released only after satisfactory performance of the plant beyond three months of start up period. No payment for work done of any kind shall be released till such Guarantee is furnished.

1.9 PROCEDURE FOR OPENING OF BID DOCUMENT

1.9(a) Envelope “A” containing the detail of similar jobs carried out by the firms/ consultants shall be opened first to assess the eligibility.

1.9(b) Envelope “B” containing the earnest money and cost of tender (if required) shall be opened and the details of the earnest money shall be examined. The applicant whose earnest money and cost of tender (if required) is found in order shall only be considered for opening of the financial bid. Tenders without earnest money shall be rejected summarily.

1.9(c) Envelope “C” containing the financial bid of those agencies that are found eligible shall only be opened on a suitable date regarding which the eligible agencies will be informed accordingly. Financial bids shall be opened on the scheduled date in the presence of the firms or their authorized representatives who may like to be present.

1.10 TAX LIABILITY

Statutory Levies: The rates as offered in this bid shall be inclusive of all taxes and statutory levies such as Income Tax, Octroi /Terminal Tax, Service Tax, Sales Tax/ Turn over Tax, royalty, contribution under Employee's State Insurance, EPF and local taxes payable under the respective statutes.

Income Tax: Income Tax shall be deducted at source as per provisions of the Income Tax Act and a certificate of such deduction made in each financial year shall be furnished to the Consultant by disbursing officer.

Sales and other tax: Sales Tax, work tax, labour cess, turnover tax or any other tax shall also be deducted from the bills of the Consultant if so directed by the authorities concerned.

Local Laws and Levies: The Consultant Shall comply with the proper bye laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account. Bidder shall have to abide by all bylaws and legal orders of the authority and will have to pay any taxes levied by Govt. during the contract period.

2.0 GENERAL CONDITIONS:

- 2.1** No alterations and additions should be made in the text of the BID DOCUMENTS. Any remarks or explanation shall be spelled out in covering letter.
- 2.2** The rates must be quoted legibly and written both in words and figures. The erasures, over writings and corrections in the offer without dated initials of the Consultant will render the offer liable for rejection.
- 2.3** All the documents issued to the bidder must be attached with the offer after putting initials on each and every page in token of acceptance of all the terms and conditions of the TOR. Offers not so signed are liable for rejection.
- 2.4** No excuse such as for want of information on any particular point will be considered after the offers have been received.
- 2.5** The Consultant will not be permitted to withdraw his offer after the same is received.
- 2.6** BDA reserves the right to reject any/all, offers without assigning any reason and to split the work.

- 2.7 BDA may ask for any additional information/documents/proofs etc. at any stage.
- 2.8 Any error or mistake in the nomenclature, unit can be corrected at any stage.
- 2.9 The firms/ consultants shall be required to sign the contract agreement within ten days of the intimation of the acceptance of tender to him. Failure on their part to do so may result in invalidation of the contract and forfeiture of earnest money.

3.0 TERMS OF REFERENCE AND DETAILED SCOPE OF WORK.

- 3.1 Preparation of broad conceptual drawings based on process design for each structure mentioning sizes and sections of structures including layout drawing, hydraulic diagram, pipe network, Mechanical and Electrical Installation drawings, drawings for fabrications, electrical wiring and instrument drawings required for satisfactory completion of WT Plant. All structural drawings/ working drawings/ construction drawings would be submitted by constructing agency based on concept drawings of consultant and these would be vetted by consultant.
- 3.2 Preparation of detailed specifications for Civil, Electrical, Mechanical and instrumentation work. Preparation of comprehensive list of all electrical mechanical instruments and piping etc. required for the work.
- 3.3 Preparation of operation and maintenance manual and preventive maintenance schedules for day to day running of WTP. It should include maintenance schedule of Civil, Mechanical, Electrical & instruments etc. It should also include detailed procedure for startup of the Water Treatment Plant, various operational malfunctions along with their rectification procedure. Qualifications & Level of staff requirements for O&M and functional monitoring will also be supplied.
- 3.4 Payment schedule to be made to the construction contractors for different components/stages of Water Treatment Plant shall be suggested by Consultant.
- 3.5 Review, revision, modification or redesign of the recommended designs as per comments of BDA.

3.6 The turnkey tenders shall be floated on the basis of design/drawings/tender documents prepared by the consultants. However in case the turnkey contractor suggests some changes in order to achieve the desired performance levels of Water Treatment Plant, the Consultant shall check the same and vet it in consultation with the BDA. However this shall not absolve the Consultant of his performance guarantee. It is clarified that the detailed structural design of the structures will not be part of scope of work of the consultant but he will give broad conceptual drawings based on process design for each structure mentioning sizes and sections.

4.0 FORMAT OF REPORT

The Consultant shall prepare reports supported with the data, assumptions and their justification, analysis and the conclusions and recommendations with respect to the study as discussed in detail in scope of work.

All the reports required as per TOR will be in a neat and clean in presentation and include a table of contents, an executive summary, the main body of the text organized in sections and concentrating on the findings and recommendations and their justification. Supporting data and analysis shall be contained in the Annexures which are referenced as appropriate in the body of the text. All paragraph in the executive summary, the text, and the Annexures, shall be numbered to facilitate communication on the contents of Reports.

The reports shall be illustrated appropriately with drawings, sketches, tables, graphs, drawings and maps to add comprehension and assimilation of their contents.

4.01 NO OF REPORTS

Interim reports will be submitted in triplicate and 6 copies of final Detailed Project Report, 6 copies of final tender documents manual shall be submitted. Soft copies of all the documents and drawings should also be submitted along with.

4.02 DATA SERVICES & FACILITIES TO BE PROVIDED BY BDA.

BDA will provide to the Consultant access to the records, maps, drawings, reports in its possession and topographical survey of the W.T. Plant site to assist the Consultant in the compilation of the Consultancy report. Such material will include:-

- (i) All available maps, drawings, reports, required and assistance in collection of the data to be collected from other Government Department and Agencies.
- (ii) Location of sites available for construction of Water Works.
- (iii) Proposed Water System (i.e. details such as diameter, material, design, design peak flows peak factor etc.).

5.00 GENERAL

- (i) Apart from data/information provided by BDA, any other data/information required for completion of the studies shall be collected by the Consultant himself through field survey and investigation. Information and material borrowed by the Consultant shall remain the property of BDA and shall be provided by BDA solely for the purpose of the work to be done under this TOR. All such borrowed material shall be returned to BDA.
- (ii) All the drawings are to be submitted along with originals on good quality tracing plastic film.
- (iii) Detailed calculations of all designs and estimation are to be submitted along with each report.

6.00 PENALTY CLAUSE

As this is a time bound job, the time allowed for carrying out the job is entered in the tender shall be strictly observed by the consulting firm/ consultant and shall be reckoned from the date on which the order to commence the job is given to the firm/ consultant. The job shall through out the stipulated period of the contract proceed with all due diligence and the firm/ consultant shall pay as compensation @ 0.25% of the total contract amount for each weeks delay in report submission, subject to a maximum of 5% of the total Contract amount. In case the firm/ consultant is not in a position to expedite the job, the delay beyond 45 days shall not be acceptable and the earnest money amount & bank guarantee shall be forfeited and the contract shall be terminated and the consulting firm/consultant will not have any claim thereafter.

7.0 EXTENSION IN TIME LIMIT

If the firm/ consultant shall desire an extension of the time for completion of the job on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Divisional Engineer (PH) BDA -Bathinda on account of which the firm / consultant desire such extension as aforesaid but before the expiry of the time limit/ interim mile stone and the competent authority of BDA shall, if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time, if any as may, in his opinion be necessary or proper.

8.00 DISPUTES AND ARBITRATION

- i) If any dispute or difference of any kind whatsoever arise between the Authority or its authorized representative and the firm/consultant in connection with or arising out of this contract or the execution of work there under.
- ii) Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred for settlement to the Engineer-in-Charge of the work and he shall, within a period of twenty days after being requested in writing by the firm/consultant to do so, convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided be final and binding upon the contractor. In case of work is already in progress, the firm/consultant shall proceed with the execution of the work on receipt of the decision of the Engineer-in-Charge as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.
- iii) If the Engineer-in-Charge has conveyed his decision to the firm/consultant and no claim for arbitration has been filed by the firm/consultant within a period of twenty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the firm/consultant and will not be a subject matter of arbitration at all.

- iv) If the Engineer-in-Charge fails to convey his decision within a period of twenty days after being requested as afore-said the firm/consultant may within further twenty days of the expiry of the final twenty days from the date on which the said request was made by the firm/consultant refer the dispute for arbitration ad hereinafter provided.

- v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A. D. post, be referred to the sole arbitration of the Superintending Engineer in the Bathinda Development Authority acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Authority in which event, the Chief Administrator shall appoint any other technical officer not below the rank of the Superintending Engineer to act as an arbitrator on receipt of a request from either party.

- vi) Chief Administrator, BDA shall have the authority to change the arbitrator, on an application by either the firm/consultant or the Engineer-in-Charge requesting change of arbitrator giving reasons thereof, either before start of the arbitration proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator is filed before the Chief Administrator and a notice thereof is given by the applicant to the Arbitrator. The Chief Administrator after hearing both the parties may pass a speaking order rejecting the application or accepting to change the Arbitrator simultaneously, appointing a technical officer not below the rank of a Superintending Engineer as Arbitrator under the contract. The new arbitrator so appointed may enter upon the reference a fresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.

- vii) The reference to the Arbitrator shall be made by the claimant party within thirty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill the reference to the Arbitrator shall be made within two calendar months from the date of payment of the final bill to the firm/consultant or from the date a registered notice is sent to the firm/consultant to the effect that his final bill is ready by the Engineer-in-Charge (whose decision in this respect shall be final and binding) whichever is earlier.
- viii) It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based on facts and calculations stating the amount claimed under each claim and shall furnish a "deposit at call" for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- ix) The provisions of the Indian Arbitration Act, 1940 or any other statutory enactment there-under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- x) The Arbitrator shall award separately giving his award against each claim and dispute and counter claim raised by either party giving reasons for his award. Any lump sum award shall not be legally enforceable.
- xi) The Independent claims of the party other time the one seeking arbitration as also the counter claims of any party shall be entertained by the Arbitrator.
- xii) The venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- xiii) The stamp fee due on the award shall be payable by the party as desired by the arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.

- xiv) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within one months of the following:
- a) Of the date of completion of the work as certified by the Engineer-in-Charge or
 - b) Of the date of abandonment's of the work or breach of contract under any of Its clause, or
 - c) Of its non-commencement or no resumption of work within 10 days of written notice for commencement or resumption as applicable, or
 - d) Of the cancellation, termination or withdrawal of the work from the firm/consultant in whole or in part and/or " revision or foreclosure of the contract, or
 - e) Of receiving an intimation from the Engineer-in-Charge that the final payment due or recovery from the firm/consultant have been determined, for the purpose of payment/adjustment whichever is the latest.

If the matter is not referred or arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.

- xv) No question relating to this contract shall be brought down before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under this contract. The pending of arbitration proceedings shall not desentile the Engineer-in-Charge to terminate the contract and to make alternate arrangement for completion of the works.
- xvi) The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first day of hearing. The arbitrator may, from time to time, with the consent of the parties enlarge the initial time for marking and publishing the award.

xvii) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

DNIT contains 1 to 19 pages

Sd/-

**Divisional Engineer (PH),
BDA-Bathinda.**

DNIT checked from 1 to 19 pages .

Sd/-

**Superintending Engineer,
BDA-Bathinda.**

DNIT checked

Sd/-

**A.E.
BDA-Bathinda.**

DNIT approved

Sd/-

**Chief Engineer
BDA-Bathinda.**

ANNEXURE-I

DETAILS OF SIMILAR JOBS COMPLETED

Similar jobs means job of consultancy for (a) Preparation of design, drawings & cost estimate of main components of water works. (b) Preparation of Bid documents separately for (i) Rapid filtration plant 1.5mgd capacity. (ii) Over head services reservoir and (iii) all other remaining structures (including s/s tank, pump house, machinery, clear water reservoir & ancillary buildings) (c) Processing of Technical Bids of bidders to bring them at par with each other as well as with DNIT norms. (d) Vetting, process hydraulic design of rapid sand filtration plant. (e) Checking of structural design of the RCC structures viz; OHSR, Filtration plant. CWR etc; for at least two Nos. of similar types of consultancy jobs in any Govt./Semi Govt. & PSU's. The bidding consultant/ consulting firms can include those jobs also in their experience list, where the consultant / consulting firms have given consultancy to a private contractor which in turn has constructed the plant for center / state Govt. / Semi Govt. Department/ PSUs. However necessary certificate from the private contractor and performance certificate of plant from client department is required along with other following detail. The information to be supplied by the consulting firm / consultants should include Name of the projects with details, Name of Organization, Date of Commencement of the consultancy job, Date of Completion of consultancy job, Technology used for sewage treatment, Date of commissioning of plants .

In addition to above, the firms/ consultants are also required to enclose:-

1. Copy of the award letters.
2. Performance Certificates from the client department for satisfactory completion of work.
3. Any other supporting documents.

It may be noted that if sufficient documentary proof of satisfactory completion of at least three jobs of Consultancy of similar works is not supplied, the consulting firm/ consultant shall be declared ineligible.

**Divisional Engineer (PH),
BDA-Bathinda.**

Contractor
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Witness 16

Divisional Engineer (PH)

ANNEXURE-II

FORMAT OF PROPOSAL AND FINANCIAL BID

1. **The offer should be submitted in three separate envelopes:**

- Envelope A- Containing details of the similar projects undertaken earlier with performance certificate from the client Centre / State Govt. /Semi Govt. Deptt.
- Envelope B- Containing earnest money and cost of tender documents (if required).
- Envelope-C- Containing the financial bid.

All the envelopes should be properly super scribed along with the name of the firm. The bids which are not in the three envelopes as discussed above will not be accepted. Firstly, the envelope containing the details of similar projects undertaken will be opened; after that Second envelope (i.e. earnest money) will be opened. Part earnest money or without cost of bid documents (if required) will not be accepted. Envelope 3 containing financial bid will be opened only for those bidders whose experience criteria and earnest money is found OK and approved by BDA.

**Divisional Engineer (PH),
BDA-Bathinda.**

ANNEXURE-III
SPECIMEN

A FORM OF PERFORMANCE BANK GUARANTEE

To

Name of Employer

Address of Employer.....

Whereas (Name and Address of Contractor).....

(hereinafter called "the contractor" has undertaken, in Pursuance of contract No..... dated..... to execute (Name of contract and brief description of works)called "the contract".

And whereas it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

And whereas we have agreed to give the contractor such a Bank Guarantee.

Now therefore, we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor, up to a total amount of guarantee (in words) we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of amount of Guarantee..... 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 modifications of the terms of the term of contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contractor of the works to be performed there under for any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the datemonths after the issuing of the maintenance certificate.

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank.....

Address

Date