

**INVITATION FOR QUOTATIONS FOR LANDSCAPE AND  
PLANTATION WORK UNDER SHOPPING PROCEDURES**

REF. No.: 5/2/2016-PROC

Dt.:03.10.2016

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

**SUB.:** \_\_\_\_\_

1. You are invited to submit your most competitive quotation for the following work:-

<b>Brief Description of the Work</b>	<b>Approximate Value of the Work (Rs.)</b>	<b>Period of Completion</b>
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Landscape and Plantation Work	27 Lakhs	3 Months
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2. Government of India has received a credit from the International Development Association (IDA)/ loan from the International Bank in various currencies towards the cost of the Integrated Coastal Zone Management Project (ICZMP) and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.

3. The Integrated Coastal Zone Management Project (ICZMP) in Tamilnadu State is being implemented by National Centre for Sustainable Coastal Management (NCSCM), Chennai, which is an autonomous centre of the Ministry of Environment, Forests and Climate Change, Government of India.

4. To assist you in the preparation of your quotation, we are enclosing the following:

- Layout Drawings of the work;
- Structural Details;
- Detailed Bill of Quantities;
- Technical Specifications;
- Instructions to Bidders (in two sections).
- Draft Contract Agreement Format, which will be used for finalizing the agreement for this Contract.

5. A **pre-bid meeting** will be held on **14.10.2016 at 11 A.M.** in the Office of The Director, National Centre for Sustainable Coastal Management, Koodal Building, Anna University Campus, Chennai-600025 to clarify the issues and to answer questions on any matter



envisaged in this Invitation for Quotations that may be raised at that stage.

6. You are requested to submit your offer latest by **3 P.M. of 21.10.2016**.
7. We look forward to receiving your quotations and thank you for your interest in this project.

**Director**

### SECTION - A

#### **1. Scope of Work**

For and on behalf of Governor of Tamilnadu, the Director, National Centre for Sustainable Coastal Management (NCSCM), Chennai (Employer) invites quotations for the work as detailed in the table given below -

<b>Brief Description of the Work</b>	<b>Approximate Value of the Work (Rs.)</b>	<b>Period of Completion</b>
Landscape and Plantation Work	27 Lakhs	1 Months

The successful bidder will be required to complete the work by the intended completion date specified above.

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

- (a) Total monetary value of similar work performed for each of the last 3 Financial Years i.e. 2013-14 to 2015-16;
- (b) Report on his financial standing; and
- (c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

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

- (a) should have satisfactorily completed as a prime contractor **at least one similar work of value not less than Rs. 20 lakh in the last three Financial Years i.e. 2013-14 to 2015-16;** (Similar Work means "Horticulture and Landscape Work within Chennai Region or part of Tamilnadu having similar climatic conditions")
- (b) must exhibit ability to support and assist the Client with continued support after

completion in the form of **minimum 1 year annual maintenance on completed works.**

(c) must have the following full time persons for this work -

Sl. No.	Position	No.	Minimum Experience
1.	Project Manager/ Trained Horticulturist (to coordinate and attend all meetings)	1-part time	5 years of experience in similar works
2.	Gardener	1-full time	5 years of experience in similar works

(d) must have liquid assets and/or availability of **credit facilities of no less than Rs.10 Lakhs** in the format given in **Annexure V**. (Credit lines/letter of credit/certificates from a Nationalized/Scheduled Bank in India for meeting the funds requirement should be submitted along with the bid.)

#### 4. Bid Price

- (a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- (b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- (c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- (d) The rates should be quoted in Indian Rupee only.

#### 5. Pre-Bid Meeting

- 5.1 The bidder or his official representative is invited to attend a **pre-bid meeting** which will take place in the Office of The Director, National Centre for Sustainable Coastal Management (NCSCM), Koodal Building, Anna University Campus, Chennai-600025 on **14.10.2016 at 11 A.M.**
- 5.2 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.3 The prospective bidder is requested to submit any question in writing or by cable to reach the Employer not later than 3 days before the meeting.



5.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all the prospective bidders who have attended the meeting/ submitted questions in writing or by cable and also be uploaded in the web-site: **www.ncscm.res.in**. Any modification of the bidding document which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

5.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## 6. **Amendment of Bidding Documents**

6.1 Before the deadline for submission of Quotations, the Employer may modify the bidding documents by issuing addenda.

6.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded in the web-site: **www.ncscm.res.in**.

6.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

## 7. **Submission of Quotations**

7.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

7.2 Each bidder shall submit only one quotation.

7.3 The quotation submitted by the bidder shall comprise the following:-

(a) Quotation in the format given in **Section B**.

(b) Signed Bill of Quantities; and

(c) Qualification information form given in **Section B**, duly completed.

7.4 The bidder shall submit the entire bid document including the quotation and amendment to bid document, if any, duly sealed & signed, in an envelope addressed to the Director, National Centre for Sustainable Coastal Management (NCSCM), Chennai (Purchaser). The envelope will also bear the following identifications:-

- Quotation for **Landscape and Plantation Work** (Name of the Contract)

- Do not open before **3 P.M. on 21.10.2016** (time and date of quotation opening).

**7.5** Quotations must be received in the Office of the Director, National Centre for Sustainable Coastal Management (NCSCM), Chennai (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received up to the appointed time on the next working day.

**7.6** Any quotation received by the Director, National Centre for Sustainable Coastal Management (NCSCM), Chennai (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

**8. Validity of Quotation**

Quotations shall remain valid for a period **not less than 45 days** after the deadline date specified for submission.

**9. Opening of Quotations**

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

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

**11. Evaluation of Quotations**

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

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

**12. Award of contract**

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and

who meets the specified qualification criteria.

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

**12.2** The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

**13. Performance Security**

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Director, National Centre for Sustainable Coastal Management (NCSCM), Chennai (Employer) the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3% of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

**14. Period of Maintenance:**

The “Period of Maintenance” for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in the work free of cost to the Employer.

**15.** Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

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**SECTION - B**

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



**QUALIFICATION INFORMATION**

**1 For Individual Bidders**

1.1 Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Quotation.

*[Attach copy]*

1.2 Total value of Horticulture and Landscape

Work within Chennai Region or part of

Tamilnadu having similar climatic conditions 2013-14 \_\_\_\_\_

performed in the last 3 Financial Years 2014-15 \_\_\_\_\_

(in Rs. Lakhs) 2015-16 \_\_\_\_\_

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last 3 Financial Years -

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed
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Existing commitments and on-going works:

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





\* Enclose a certificate from Engineer concerned.



**1.4 Proposed subcontracts and firms involved.**

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

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

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

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

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



**QUOTATION**

\*

Description of the Work: **Landscape and Plantation Work**

To

Subject : **Landscape and Plantation Work**

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at ..... percentage above/ below the estimated rates i.e. for a total Contract Price of -

Rs. \_\_\_\_\_ [ in figures ]

Rs. \_\_\_\_\_ [ in words ].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : Date: \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_





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

**(LETTERHEAD OF THE EMPLOYER)**

Dated : \_\_\_\_\_

To \_\_\_\_\_ [Name and address of the Contractor]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

This is to notify you that your Quotation dated \_\_\_\_\_ for execution of the **Landscape and Plantation Work** for the contract price of Rupees \_\_\_\_\_ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. \_\_\_\_\_ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of .....(Employer) shall be valid till the expiry of the period of maintenance i.e. up to \_\_\_\_\_. Failure to furnish the Performance Security will entail cancellation of the award of contract.

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

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

Yours faithfully,

**Authorized Signature**  
**Name and title of Signatory**



**Draft Agreement form for  
Landscape and Plantation Work through National Shopping**

**ARTICLES OF AGREEMENT**

This deed of agreement is made in the form of agreement on \_\_\_\_\_ day of \_\_\_\_\_ month, 2016, between the \_\_\_\_\_ (Employer) or his authorized representative (hereinafter referred to as the first party) and \_\_\_\_\_ (Name of the Contractor), S/o \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter referred to as the second party), to execute the Landscape and Plantation Work (hereinafter referred to as works) on the following terms and conditions.

**2. Cost of the Contract**

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. \_\_\_\_ as reflected in **Annexure II**.

**3 Payments under this Contract:**

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

On signing of contract	:	Nil
On Supply of materials and labour work commencement	:	25% of the total cost
On virtual completion of work	:	50% of the total cost
After 6 months of virtual completion of work	:	15% of the total cost
After 12 months of virtual completion of work	:	10% of the total cost

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

- on the second party submitting an invoice for an equivalent amount ;
- on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in **Annexure IV**; and
- upon proper and justified utilization of at least 50 % of the previous installment and 100 % of any prior installment.



**4. Notice by Contractor to Engineer**

The second party, on the works reaching each stage, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

**5. Completion time**

The works should be completed in 3 Months from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

**6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:**

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

**7. Any willful delay on the part of the second party in completing the work within the stipulated period will render him liable to pay liquidated damages @ Rs. 1,250/- per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.**



## **8. Duties and responsibilities of the first party**

- 8.1** The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and work to ensure that it is as per the norms.
- 8.2** The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3** Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the work. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

## **9. Duties and responsibilities of the second party**

- 9.1** The second party shall:
- take up the works and arrange for its completion within the time period stipulated in clause 5;
  - employ suitable skilled persons to carry out the works;
  - regularly supervise and monitor the progress of work;
  - abide by the technical suggestions/ direction of supervisory personnel including engineers, etc. regarding the work;
  - be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
  - ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
  - keep the first party informed about the progress of work;
  - be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party; and
  - maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as

- third party claims.
- j) Pay all duties, taxes and other levies payable by the contractor as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

#### **10. Variations / Extra Items**

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

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

#### **11. Securities**

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer.

#### **12. Termination**

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

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;

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



12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

### **13. Payment upon Termination**

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

### **14. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.



**NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT**

*Ministry of Environment, Forest & Climate Change, Government of India*

**Annexure I**

**TECHNICAL SPECIFICATION**

See Volume II



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[www.ncscm.res.in](http://www.ncscm.res.in)



**Annexure II**

**BILL OF QUANTITIES**

See Volume II





**Annexure III**

**DRAWINGS**

See Volume II





**Annexure IV**

**Format of Certificate**

Certified that works up to ----- level in respect of **Landscape and Plantation Work** at ----- have been executed in accordance with the approved drawing and technical specifications.

Signature  
Name & Designation  
(Official address)

Place :  
Date :

Office seal



**Annexure V**

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s. .... is a reputed company with a good financial standing.

If the contract for the work namely **Landscape and Plantation Work** [funded by the World Bank] is awarded to the above firm, we shall be able to provide overdraft/ credit facilities to the extent of Rs. .... to meet their working capital requirements for executing the above contract.

Name of Bank Manager:

Signature of Bank Manager:

Name of the Bank and Branch:

Address of the Bank:





**NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT**

*Ministry of Environment, Forest & Climate Change, Government of India*



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