

INVITATION OF QUOTATIONS

REF No: ALSS/RGM/PUR/LCB/2024-25/ spl:23

Date : 25th November' 2024

Dear Sirs,

Sub : Invitation of quotation for the supply and spreading of natural river sand in loafing areas at Alamadhi semen station in Chennai

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

Brief Description of the works	Technical specification	Estimate d vaule of the works	Delivery Period
Supply and spreading of natural river sand in loafing areas at Alamadhi semen station in Chennai.	As per Annexure	Rs.45 lakhs	Within 120 days from the date of PO.

2. The National Steering Committee (NSC) of the Rashtriya Gokul Mission (RGM) at its 8th meeting had approved a grant for Strengthening of the Semen Station at Alamadhi semen station.

3. Alamadhi Semen Station, Chennai invites bids from eligible bidders for the **“Supply and spreading of natural river sand in loafing areas under RGM at Alamadhi semen station in Chennai.”** as specified in the bid document. Invitation For Bids (IFB) is uploaded in our web page. Eligible Bidders are requested to download the soft copy bidding document and may submit their bids on or before **15:00 hrs. on 16.12.2024**. For any details, visit Alamadhi Semen Station’s website www.alamadhisemenstation.com or contact at the above address.

For any details, contact us at :
NDDDB DS, Alamadhi semen station,
Upparapalayam Road, Edapalayam Post,
Near Redhills, Chennai -600052.
Phone Number: +91 7092922400

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

- i. Detailed Bill of Quantities with technical specification
- ii. Instructions to Bidders (in two sections).
- iii. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract

5. You are requested to provide your offer latest by **15:00 hrs. on 16.12.2024**.

6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at **15:30 hrs. on 16.12.2024** in the office of Alamadhi semen station.

7. We look forward to receiving your quotations and thank you for your interest in this project.

General Manager,
NDDDB DS, Alamadhi semen station

Instructions to Bidders

Section - A

1. Scope of Works

The Alamadhi semen station in Chennai invites quotations for the works as detailed in the table given below

Brief Description of the Works	Period of Completion
Supply and spreading of natural river sand in loafing areas at Alamadhi semen station in Chennai.	120 days

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. Qualification of the bidder :

To qualify for award of the contract the bidder: should have satisfactorily completed as a prime contractor at least one similar nature of works (general civil works) of value not less than **Rs.20,00,000 (rupees twenty lakhs)** in the last three years;

3. Bid Price

- a) The contract shall be for the whole works as described in the Bill of quantities and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- 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 Rupees only.

4. Submission of Quotations

4.1 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.

4.2 Each bidder shall submit only one quotation.

4.3 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.

4.4 The bidder shall seal the quotation in an envelope submit to:

“The General Manager,
NDDB DS, Alamadhi semen station,
Upparapalayam Road,
Edapalayam Post, Alamadhi,
Ponneri Taluka, Thiruvallur Dist,
Chennai -600052”

The envelope will also bear the following identification :-

- Quotation for Supply and spreading of natural river sand in loafing areas at Alamadhi semen station in Chennai.
- Do not open before **15:30 hrs. on 16.12.2024.**

4.5 Quotations must be received in the office of the Alamadhi semen station, Chennai 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 upto the appointed time on the next working day.

5.0 Any quotation received by the Alamadhi semen station, Chennai after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 90 days after the deadline date specified for submission.

7. 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.

8. 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.

9. 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 without material deviations.

10. Award of contract

- 10.1 NDDDB DS, Alamadhi semen station shall award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, technically acceptable and who has offered the lowest Evaluated bid price and provided further that the bidder has the capability and the resources to carry out the Contract effectively and has adequate technical and financial competence including record of satisfactory performance.
- 10.2 NDDDB DS, Alamadhi semen station Right to Accept any Bid and to Reject any or all bids.
- 10.3 Notwithstanding clause 10.1 or any other clauses stated above, the NDDDB DS, Alamadhi semen station reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the NDDDB DS, Alamadhi semen station's action.
- 10.4 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.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Alamadhi semen station, Chennai the performance security (either a bank guarantee or a bank draft from nationalized bank in favour of the Employer) for an amount equivalent of 5% of the contract price or equivalent amount will be deducted from 1st RA bill. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

12. 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 construction free of cost to the Employer.

13. Delivery schedule :

Total quantity should be supplied within delivery period.

SECTION - B

1. Format for Qualification Information.

2. Format for Submission of Quotation.

1.0 QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Quotation.
[Attach copy]

1.2 Proof towards total value of Civil Engineering construction work performed within the last three years to meet the minimum qualification requirements as per clause no: 2 of section-A should be provided.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and work completed</u>

Notes :

- a) The contract means the work done against one work order on a single location.
- b) Cost of contracts/works shall be considered for evaluation as per the clause no: 2 of section-A above excluding the cost/recovery of materials supplied by the purchaser.

Bidder shall submit the following details to support their claim for meeting the minimum eligibility requirement -

1. Names of project to be considered for meeting minimum eligibility criteria
2. Nature of project completed for meeting minimum eligibility criteria.

- 3. Value of work of project completed.
- 4. Location of execution of project/work completed.

- a) The Bidder, in the same name and style, should be in business at least for **three years** at time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, GST, the Building & other construction workers' welfare cess act, Employee State Insurance, Contract Labour, Provident fund etc.

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

1.4 Information on litigation history in which the Bidder is involved.

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

Even though the bidder meets the specified criteria, it may be disqualified if it has:

- a) Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification and / or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.

2.Format for Submission of Quotation.

QUOTATION

To:

The General Manager,
NDDDB DS, Alamadhi semen station,
Upparapalayam Road,
Edapalayam Post, Alamadhi,
Ponneri Taluka, Thiruvallur Dist,
Chennai -600052

Subject : Quotation for the supply and spreading of natural river sand in loafing areas
at Alamadhi semen station in Chennai

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 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 certify that we have taken steps to ensure that no person acting for us or on
our behalf will engage in bribery.

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

Yours faithfully,

Authorized Signature : Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

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

Draft Agreement form for Construction works

ARTICLES OF AGREEMENT

* This deed of agreement is made in the form of agreement on _____ day _____ month _____ 2024, between the Alamadhi semen station or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of supply and spreading of natural river sand in loafing areas at Alamadhi semen station in Chennai (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 - 1.

3.1 Payments under its contract:

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

90% on completion of supply or spreading of river sand for each 25% of over all quantity and submission of bills.

Remaining 5% on completion of works and submission of final bill.

Balance 5% of over all order value on satisfactory completion of **six months** performance observation period.

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

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

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, 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 30 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 **120 days** 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 construction within the stipulated period will render him liable to pay liquidated damages @ **0.5%** (zero point five) present per week of total contract value 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 **10%** 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 construction 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 construction. 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 :

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
- i) 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.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

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 not 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. The Performance Security shall be valid until a date **60** days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

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;
- (e) If the Contractor, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

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

In the event of any dispute in the interpretation of the terms and conditions of this order/ agreement or difference of opinion between the parties or any point in the order / contract arising out of or in connection with the agreement/ accepted order/ contract or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the order, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of **sole arbitrator** to be appointed by “**NDDB DS, Alamadhi semen station**” whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the **Indian Arbitration and Conciliation Act of 1996** and the rules thereunder or any statutory notification thereof for the time being in force. In the order/ contract, the venue of such arbitration shall be **Chennai (Tamilnadu)** and courts at Chennai alone shall have jurisdiction regarding any matter arising out of order/ contract.

15. Inspections and Auditing

The Contractor shall permit, and shall cause its Sub-Contractors to permit, the project authority and/or persons or auditors appointed by the project authority to inspect and/or audit its accounts and records and other documents relating to the submission of the Quotation and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

Schedule of quantities (SOQ)

Sl. No.	Description	Qty.	UOM	Rate excluding GST	Total value
1	Supply and spreading of natural river sand free from flaky stones and debris etc. Natural river sand should be supplied and stocked within Alamadhi semen station premises at one place as directed. Sieving supplied natural river sand, stocking sieved river sand, loading, transportation within Alamadhi semen station and spreading sieved river sand in loafing areas of bull shed and collection shed. Rate shall inclusive of loading, transportation, unloading, required man & machinery, disposing off debris generated during sieving of sand and applicable GST, octroi, royalty if any etc. Sample should be get approved prior to the supply. Rate is inclusive of disposing off debris generated during sieving of river sand within Alamadhi semen station as directed upto a distance of 1500 meters. Measurement for payment will be considered for the quantity of sieved river sand spread at sheds on actual weighment basis.	500	MT		
2	-do- as above as per item no:1,for the supply and spreading of approved natural river sand directly in loafing areas without sieving as directed.	500	MT		
	Total excluding GST				
	Add: Value of applicable GST (@__%)				
	Total including GST				

We agree to execute the works in accordance with the bill of quantities and technical specifications for a total contract price of :

Rs. _____(amount in figures)

(Rs. _____(amount in words).

Signature of Contractor