

**LIMITED TENDER FOR CONSTRUCTION OF MULTISPORT PLAY SPACES IN
KOZHIKKODE, WAYANAD, MALAPURAM, KANNUR AND KASARGOD
DISTRICTS**

**From the short listed bidders as per Expression of Interest 2160/ENG/11/NGS dated
19.06.2012 received for the specialized sports flooring works.**

TENDER NO. : 11/NGS/2013-14

Owner : National Games Secretariat
Chandrasekharan Nair Stadium
Palayam, Thiruvananthapuram-695033

Accepting Authority : National Games Secretariat

Probable Amount of Contract : Rs.100,00,000/-

Earnest Money Deposit : Rs.2,50,000/- in the form of crossed
demand draft or Bank Guarantee from
Nationalised/ Scheduled Bank drawn in
favour of Chief Engineer, National
Games Secretariat.

Time of completion : 4 months

Last Date of Receipt of Tender : 21-05-2013 AT 3.00 PM

Date of opening of Tender : 22-05-2013 AT 11.00 AM

Venue of Receipt/opening of Tender : National Games Secretariat
Chandrasekharan Nair Stadium
Palayam, Thiruvananthapuram-695033

Issued by : The Chief Engineer
National Games Secretariat
Chandrasekharan Nair Stadium
Palayam, Thiruvananthapuram-695033

Issued to :

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1.0 NOTICE INVITING TENDER

1.01 Sealed item rate tenders are invited by National Games Secretariat, for the construction of multisport play spaces in Kozhikkode, Wayanad, Malapuram, Kannur And Kasargod Districts from the short listed bidders as per Expression of Interest 2160/ENGG/11/NGS received for the specialized sports flooring, eligible Contractors with past experience in similar work. Partnership firms shall furnish full names of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or by a duly authorized representative, followed by the name and designation of the persons signing.

The schedule of quantities, tender drawings, specifications and commercial conditions of the Contract are appended.

1.02 The general information of the project is given in Annexure to this NIT. The information is only indicative. The tenderers are required to visit the site and familiarise themselves with the site conditions, nature of strata, availability of construction materials, etc., before quoting. The drawings, general & special conditions of contract, schedule of quantities and the technical specifications may be carefully studied before they offer their prices. No claims for extra compensation over and above the quoted rates will be entertained by ACCEPTING AUTHORITY on the ground that the tenderer have misjudged site conditions, nature of strata, tender conditions or any item of tender. The tender documents can be down loaded from the web site www.35thnationalgames.in or can be purchased from the office of National Games Secretariat, Chandrasekharan Nair Stadium, Palayam, Thiruvananthapuram on cash payment of Rs.15,000/- + tax 5% (Rupees Fifteen thousand only + tax 5% only) from **22.04.2013 to 21.05.2013** during office hours between 10.00 am to 3.00pm on all working days. This payment is not refundable. Tender documents will be sold only to those who are found suitable after scrutiny of documents.

1.03 The priced tender documents signed and completed in all respects shall be forwarded so that it reaches the office of Chief Engineer, National Games Secretariat, Chandrasekharan Nair Stadium, Palayam, Thiruvananthapuram on or before 3.00PM on 21.05.2013 Any tender received after the due time on this date will be rejected.

1.04 Tender shall be deposited in a sealed envelope superscribing Tender No. and name of work and shall contain:

1. Earnest Money Deposit as specified
2. Tender documents
3. Preliminary agreement duly executed on non-judicial stamp paper of value not less than Rs.100/- as per proforma attached.

1.05 Tender will be opened in the presence of tenderers or their authorized representatives who are present at 11.00 AM on 22-05-2013 at the venue specified.

1.06.01 After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the

award of contract shall not be disclosed to the tenderer and other persons not officially concerned with such process.

- .02 Subject to ACCEPTING AUTHORITY's right to accept any tender and reject any or all tenders; the work will be awarded to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the contract effectively.
- .03 Prior to the expiry of the period of validity of the tender ACCEPTING AUTHORITY will notify the successful tenderers in writing their name the sum which ACCEPTING AUTHORITY will pay to the contractor in consideration of the execution completion, operation, maintenance and guarantee of the work by the contractor as specified by the contract (hereinafter called the contract price). This letter of acceptance will constitute the formation of a contract.
- .04 Before commencing the work and within a week after the letter of acceptance of the tender has been intimated to him, the tenderer shall make a security deposit as given in clause 1.11 of this notice and furnish the same for the proper fulfillment of the contract and shall execute an agreement for the work in required non-judicial stamp paper of value not less than Rs.100 in the prescribed format.
- .05 If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to ACCEPTING AUTHORITY and fresh tenders called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the required deposit, execute the agreement or take possession of the work site, any loss to ACCEPTING AUTHORITY results, the same will be recovered from the tenderer by deducting from any amount due to him from other works or revenue recovery or by suitable course of action including legal proceedings.
- 1.07 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are susceptible to be rejected.
- 1.08 In the case of percentage rate contract only a single rate as an overall percentage above or below or at par with the rate given in the schedule by a single entry at the bottom of the schedule under the head quoted rate, may be made. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever. The rate thus quoted will deemed to include the cost of all materials, labour, hire charges for all machinery's, cost of fuel, power, all leads and lifts, taxes, levies, royalties all over heads contingencies, profits, etc. and the quoted price is all inclusive. The total contract price shall also be worked out and entered in.
- 1.09 If the tender is made by an individual it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with

the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorising him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. A certified copy of the registered deed shall also be submitted along with the tender. The tender should be in a sealed cover.

1.10 **EMD**

- .01 Earnest Money Deposit is Rs.2,50,000/- It shall be drawn from Nationalised/Scheduled Bank in the form of crossed demand draft/ Bank Guarantee in favour of Chief Engineer, National Games Secretariat, Payable at Thiruvananthapuram.
- .02 EMD of the unsuccessful tenders will be refunded without any interest on finalisation of the contract with the successful Tenderer or on the expiry of the validity period whichever is earlier.
- .03 EMD deposited with ACCEPTING AUTHORITY will be forfeited,
 - i) if a bidder withdraws his bid during the period of validity specified.
 - ii) if the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

1.11 **SECURITY DEPOSIT**

- .01 The successful tenderer on receipt of the letter of acceptance will deposit an amount equal to 2 lakhs in the form of cash/ crossed demand draft drawn in favour of Chief Engineer, National Games Secretariat Payable at Thiruvananthapuram.
- .02 EMD will be refunded to the contractor after remittance of the security and execution of the agreement.

1.12 **RETENTION MONEY**

- .01 Retention Money at the rate of 10% of the value of work done from each running bill will be deducted from first and following part bills until such time as the cumulative total of such deductions shall amount to 10% of the contract value.
- .02 Provided that when the Retention money reaches above 10% of the contract value or Rs.5 lakh, whichever is higher, subject to the discretion of Accepting Authority, if the contractor so demand may convert the amount coming above the said value, on its accumulation to a minimum amount of Rs.5 lakh into one of the Government securities or Bank guarantee from any nationalised bank; the bank guarantee being valid till the completion of the defect liability period and subject to the condition that such bank guarantee shall be for a minimum amount of Rs.5 lakh; except for the last one.

.03 All the deposits of EMD, SECURITY DEPOSIT and RETENTION MONEY will not bear any interest whatsoever.

1.13 REFUND OF SECURITY DEPOSIT & RETENTION MONEY

1.13.1 One satisfactory completion of the work and on recording of completion certificate, the retention money will be released based on the report from the Engineer-in-charge.

1.13.2 On expiry of the defects liability period or on payment of the amount of the Final Bill which ever is later, the Engineer-in-charge, shall recommend on demand from the contractor to refund to him the security deposit (i.e. amount retained as per clause 1.11 above) and the same will be refunded by the Accepting Authority provided that the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

1.14 STATUTORY DEDUCTIONS

1.14.1 Income-tax at the rate prevailing at the time of payment will be deducted from each running account bill and final bill.

1.14.2 All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor.

1.14.3 The Contractor is the employer of all the worker's engaged for this work and should therefore take all required registrations and pay premium correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time as per the existing rules.

1.14.4 All statutory deductions shall be made from the amount eligible to the contractor in each part bill at current rates. The deduction towards the work contract tax shall be as per the prevailing rates of Kerala Government Sales Tax Rules. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

1.15 QUANTUM OF WORK

1.15.01A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that ACCEPTING AUTHORITY do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions or additions at the discretion of ACCEPTING AUTHORITY without affecting the terms of the contract.

1.15.02ACCEPTING AUTHORITY reserves the right to increase or decrease the quantum of work at site without assigning any reason.

1.15.03 Variations in the quantities put to tender will not be the basis of any claim or disputes. The rates agreed by the contractor shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The contractor shall carry out all works as directed by ACCEPTING AUTHORITY at the same agreed rates.

1.16 ALL INCLUSIVE RATES

The contractor's rate must be firm and include the cost of transportation of material to the site, all taxes such as Sales Tax, Service tax, Excise and octroi, etc. and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reasons whatsoever. It should be clearly understood that any claims for extra Sales Tax, Excise duty, construction tax or any additional tax, etc., shall not be entertained in any case whatsoever once the tenders are opened.

1.17 INTERPRETING SPECIFICATIONS

1.17.01 In interpreting the specifications, the following order or decreasing importance shall be followed:

- a. Specification mentioned in Schedule of Quantities
- b. Special Conditions of Contract,
- c. Unit Rate Specifications and Technical Specifications,

1.17.02 Matters not covered by the specifications given in the contract, as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of ACCEPTING AUTHORITY shall be final.

1.18 ALTERATIONS

No alterations shall be made by the tenderer in the Notice Inviting Tender, Instructions to the contractors, Contract form, general conditions of the contract, special conditions of contract, drawings and specifications and if any such alterations are made or any conditions attached, the tender is liable to be rejected.

1.19 ACCEPTANCE OF THE TENDER

1.19.01 The acceptance of a tender rests with the Authorised Representative of ACCEPTING AUTHORITY who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.

1.19.02 The authorised representative of ACCEPTING AUTHORITY reserves the right of accepting the whole or any of the tenders received and the tenderer shall be bound to perform the same at the rates quoted.

1.19.03 The work shall be carried out under the direction and supervision of ACCEPTING AUTHORITY or their representative at site. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.

1.19.04 ACCEPTING AUTHORITY's decision with regard to the quality of the material and workmanship will be final and binding, any material rejected thus shall be immediately removed by the contractor and replaced by materials as per specifications and standards.

1.20 DEFECTS LIABILITY PERIOD

Defect Liability Period will be 36 months from the date of completion of work. Any defect developed within 'Defect Liability Period' will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor, ACCEPTING AUTHORITY or their representative shall get the work done at the risk and cost of the contractor.

1.21 DELAYS IN COMMENCEMENT

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.

1.22 OCCUPATION IN PART & CO-OPERATION

1.22.01 If ACCEPTING AUTHORITY wants to occupy areas in part, the contractor shall complete the work of these areas in conjunction with ACCEPTING AUTHORITY and hand over the same to ACCEPTING AUTHORITY without affecting any of the clause of contract agreement.

1.22.02 The contractor must co-operate and co-ordinate with other contractors involved in other works at the site. The contractor should also note that they shall have to clear the site of vegetation, debris, etc. before the commencement of the work and that no extra payment is permissible on this account.

1.23 ISSUE OF MATERIALS, TOOLS AND PLANT

1.23.01 The contractor should inspect the source of materials, their quality, quantity and availability. All materials must strictly comply with the relevant B.I.S. specifications.

1.23.02 ACCEPTING AUTHORITY shall issue the following material or Tools and Plants required for the execution of the works.

- a) Materials **Nil**
- b) Tools and Plants **Nil**

1.24 PERIOD OF CONSTRUCTION

Time is the essence of this contract. The construction period shall be **4** months.

1.25 INSURANCE

The successful tenderer shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of ACCEPTING AUTHORITY and the contractor, and the original policy shall be deposited with ACCEPTING AUTHORITY.

1.26 This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful tenderer.

Sd/-
NATIONAL GAMES SECRETARIAT

ANNEXURE TO NIT

GENERAL INFORMATION OF THE PROJECT

The Chief Engineer, National Games Secretariat, for and on the behalf of the Chief Executive Officer & Secretary, National Games Secretariat, Kerala State, invites proposals **from the short listed bidders as per Expression of Interest NO.2160/ENGG/NGS dated 19.06.2012 received for the specialized sports flooring.**

1. Name of Project : Construction of Multisport Play Spaces in Kozhikkode, Wayanad, Malapuram, Kannur and Kasargod districts.

2. Tentative Site and Location : 1. MANAVETHAN VHSS, NILAMBUR
2. KOOTHUPARAMBU MUNICIPAL STADIUM, KANNUR
3. KELAKAM GRAMA PANCHAYATH, KANNUR
4. LBS ENGINEERING COLLEGE, KASARGODU
5. GOVT. UPS ANCHACHAVADI, MALAPPURAM
6. GHSS, ANAPPARA, SULTHAN BATHERY
3. Nature/scope of work : Construction of multisport Play Spaces.
4. Nearest Railway Station : Nilambur, Kuttippuram, Kannur, Kasargodu & Kozhikkode
5. Nearest Airport : Calicut, Mangalapuram
6. Owner/Client : National Games Secretariat
Chandrasekharan Nair Stadium
Palayam, Thiruvananthapuram-695033
7. Accepting Authority : National Games Secretariat
Chandrasekharan Nair Stadium
Palayam, Thiruvananthapuram-695033
8. Payment Authority : National Games Secretariat
Chandrasekharan Nair Stadium
Palayam, Thiruvananthapuram-695033
9. Period of completion of work : 4 months.
10. Schedule taken : KPWD SCHEDULE OF RATES 2012

Tenderer

Chief Engineer

TENDER FORM

TENDER NO . 11/NGS/2013-14

To

Accepting Authority

Dear Sirs,

**Sub: LIMITED TENDER FOR CONSTRUCTION OF MULTISPORT PLAY SPACES
IN KOZHIKKODE, WAYANAD, MALAPURAM, KANNUR AND KASARGOD
DISTRICTS**

With reference to the tender invited by you for the above proposed work, I/We do hereby Tender for the same after having:

- a) Examined the designs, drawings, details, specifications schedule of quantities, instructions to tenders, agreement and the conditions of contract annexed thereto (hereinafter called the Contract Documents).
- b) Visited the site of work, studied the site conditions, nature of strata, availability of construction materials etc., and
- c) Acquired the requisite information on all prevailing factors affecting the tender.

I/We undersigned hereby offer to construct the proposed work in strict accordance with the Contract document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We have noted that time is the essence of the contract and ready to undertake and complete the whole of the works as per the attached schedule from the date of issue of an intimation by you that our tender has been accepted and upon receiving possession of site. I/We further undertake that on failure subject to the conditions of the contract relating to extension of time, I/We are willing to pay the agreed Liquidated Damages/Penalty for the period during which the work remains incomplete beyond the due date of completion.

I/We further agree to the deduction of retention money and security deposit amounting to a total of 10 percent of value of work which will be returned to me/us as per the relevant clauses in the agreement. The deduction will be as explained in clause 1.12.01 of Notice Inviting Tender.

I/We undertake the execute the work of electrification of various facilities if any, through a licensed electrical Contractor of appropriate class as given in the tender condition. All the requirements of supervision, testing, commissioning and energizing will be fulfilled by us.

We have also executed the preliminary agreement as is enclosed.

Further we undertake the execute the works which will be entrusted to us in the most workman like manner within the stipulated completion period. If our Tender is found acceptable, we agree to enter into a contract as specified by you within one week of this receipt of intimation of acceptance of our tender.

Our Bankers are:

1.....

2.....

Place:

Date :

Signature of tenderer

Name of the partners of the firm

OR

Name of the person having power of Attorney to sign the contract.

Postal Address :

Telephone Number

i) Land :

ii) Mobile :

Email:

Income Tax PAN No. :

VAT TIN :

Service Tax Registration No. :

Tenderer

PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on stamp paper of value Rs.100/- and submitted along with tender).

Preliminary agreement entered into on this day of Between (Name of Accepting Authority) (Hereinafter called ACCEPTING AUTHORITY on one part and Shri..... (name and address of the Contractor) (Hereinafter called the Contractor) on the other part for the execution of the agreement as well as the execution of the (NAME OF WORK) And where as the notice inviting tenders it is stated as follows. Before commencing the work of within a week of the date when the acceptance of tender has been intimated to him, the tenderer shall deposit a sum of Rs.....(2.5% of PAC) which shall be treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the scheduled form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to ACCEPTING AUTHORITY and fresh tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to the default of the tender to pay the requisite deposit sign contracts to take possession of the work any loss to the ACCEPTING AUTHORITY results, the same will be recovered from him as arrears of revenue but should it be a saving to ACCEPTING AUTHORITY the original contractor shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to contractor on this or any other contracts or under the Revenue Recovery Act or otherwise as ACCEPTING AUTHORITY may decide.

Now therefore these present witness and it is mutually agreed as follows:

1. The terms and condition for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which is appended, and which forms part of this agreement, it is agreed that the terms and conditions stipulated there in shall bind the parties to this agreement, except to the extent to which they are abrogated or altered by express terms and conditions herein, agreed to and in which respect the express provisions herein shall supercede those of the said tender form.

2. The Contractor hereby agree and under take to perform and fulfil all the operation and obligations connected with the execution of the said contract work viz. – (NAME OF WORK)
3. If the Contractor does not come forward to execute the original agreement after the said work is awarded and letter of acceptance issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause 1.06.4 of the Notice inviting Tenders as quoted above within the period stipulated, ACCEPTING AUTHORITY may rearrange the works otherwise or get it done otherwise at the risk and cost of the contractor and the loss so sustained by ACCEPTING AUTHORITY can be realising from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of ACCEPTING AUTHORITY or any other officer or officers authorised by ACCEPTING AUTHORITY taking into consideration the prevailing rates and after giving due notice to the Contractor. The decision taken by such authorised officer or officers shall be final and conclusive and shall be binding on the contractor.
4. The contractor further agrees that any amount found due to ACCEPTING AUTHORITY under or by virtue of this agreement shall be recoverable from the Contractor from the Contractor from his EMD and his properties, movable and immovable as arrears of land revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as ACCEPTING AUTHORITY may deem fir in this regard.

In witness where of Sri....., NAME OF ACCEPTING AUTHORITY and Sri.....

Contractor, have set their hands on the day and year first above written,

Signed by Sri....., (NAME OF ACCEPTING
AUTHORITY.)

In the presence of witness

1.

2.

Signed and delivered by Sri....., Contractor, in the presence of witness.

1.....

2.....

FORM OF BANK GUARANTEE

(To be executed in non-judicial stamp paper)

In consideration of the(Name of accepting authority) (hereafter called ACCEPTING AUTHORITY) having demanded from Shri.....(here hereafter called “Contractor”) the production of a Bank Guarantee for Rs.....(Rupees.....) as.....for the due fulfillment by the Contractor of the terms and conditions in clause of for the work of “
.....) on demand by ACCEPTING AUTHORITY.

2. We.....do hereby undertake to pay
(indicate the name of Bank)

The amounts due and payable under this guarantee without any demure, merely on a demand from the ACCEPTING AUTHORITY stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to ACCEPTING AUTHORITY any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.

4. We(indicate the name of Bank.) further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taking for the performance of the said agreement and that it shall continue to be enforceable till all the dues of ACCEPTING AUTHORITY under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the ACCEPTING AUTHORITY certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the ACCEPTING AUTHORITY that the ACCEPTING AUTHORITY shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ACCEPTING AUTHORITY against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of ACCEPTING AUTHORITY or any indulgence by ACCEPTING AUTHORITY to the said contractor (s) or by any such manner or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We.....(indicate the name of Bank) lastly undertake not to remove this guarantee except with the previous consent of ACCEPTING AUTHORITY in writing.

8. This guarantee shall be valid upto unless extended on demand by ACCEPTING AUTHORITY. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupeesonly and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the.....day of.....20.....

For.....

.....

(indicate the name of the Bank)

Seal and signature of the authorised signatories of the Bank.

THE KERALA VALUE ADDED TAX RULES, 2005

FORM NO.20

Declaration

(To be filed before the Awarder by Contractor)

(See Rule 42 (1))

Sl.No. DATE D D M M Y Y
TIN*
PIN*
CIN*

TO Status VAT Payer Presumptive Payer Tax Compounded Tax Payer

M/s..... (✓ as appropriate)

(Address of the Awarder)

Gentlemen,

I/We request you to kindly effect deduction of tax at source (TDS) in respect of the Works Contract executed/being executed by me/us as per particulars furnished hereunder:

1.	Work Order No. & date	:	
2.	Work site address	:	
3.	Gross value of contract	:	
4.	Payment relating to this declaration	:	
5.	Progressive payment already received including this declaration	:	
6.	Total assessable value of works contract relating to this declaration	:	
7.	Taxable value of works contract relating to this declaration	:	
8.	VAT due @ 4%	:	Rs.
9.	VAT due @ 12.5%	:	Rs.

Tenderer

Chief Engineer

10.	Total VAT due and deductible as TDS	:	Rs.
11.	Total compounded tax @ 2% deductible on total assessable value	:	Rs.
12.	Total compounded tax @ 4% deductible on total assessable value	:	Rs.

DECLARATION

I/We S/o on behalf of M/s hereby affirm and declare that the particulars furnished herein are true, correct and complete to the best of my knowledge and belief and that nothing is concealed therein. I/We do hereby under take to obtain and provide to you the Quarterly Certificate in Form No.20A and Certificate in Form No.20B in relation to final payment promptly.

Signature of Authorised Person

**FORM OF DRAFT AGREEMENT TO BE EXECUTED WITH SUCCESSFUL BIDDER
AGREEMENT**

This agreement made in theday of(month and year)between The Chief Engineer, National Games Secretariat, Thiruvananthapuram (hereinafter called “the Employer”) of the one part and (hereinafter called “the Contractor”) of the other part. Whereas the Employer is desirous that the Contractor to execute the works of the Multi Sports Play Spaces in five locations all over Kerala state (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rs..... per court (amount in words). **The number of courts were initially 6 numbers. The contractor is bound to execute the work without any extra cost and claims, even if the location of the work change other than the mentioned locations or number of courts were changed.**

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Work order
 - b. Notice to proceed with the works
 - c. Contractor’s Bid
 - d. Contract Data
 - e. Specifications
 - f. Drawings
 - g. Negotiation letters submitted by the contractor
 - h. Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor

NATIONAL GAMES SECRETARIAT

**NAME OF WORK: LIMITED TENDER FOR CONSTRUCTION OF MULTISPORT
PLAY SPACES IN KOZHIKKODE, WAYANAD, MALAPURAM, KANNUR AND
KASARGOD DISTRICTS**

To

THE CHIEF ENGINEER,
NATIONAL GAMES SECRETARIAT.

Sir,

I do here by tender to execute the works enumerated in the schedule accompanying in accordance with the terms and specifications and conditions of contract in the force of Kerala P.W.D.

1. Copy of the specifications duly signed is also enclosed.
2. I further agree to complete the whole work in three months from the date of receipt of order to start work, and/ or in the case of piece-work, maintain the minimum rate of progress specified in the Tender Schedule.
3. I agree to accept and carry out such portion of the work included in my/our tender as may be allotted to me/us if the whole work be not given to me/us.
4. I agree that Arbitration shall not be a means to settle disputes arising out of contract conditions.

Usual signature of Tenderer

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Full Name

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Nationality

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Place of residence

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