

**OFFICE OF THE  
GUWAHATI MUNICIPAL CORPORATION  
PANBAZAR, GUWAHATI-1, ASSAM**



**DETAILED TENDER NOTICE & BID DOCUMENTS**

**Name of the work:**           **CLEANING AND DESILTING OF FEW CITY DRAINS IN GUWAHATI CITY  
FOR THE YEAR 2016**

**Serial no. of work:**           .....

**CONTENTS**

<b>1. Schedule for Bidding Process</b>		
<b>2. Invitation for Bid (IFB)</b>		
<b>3. Instruction to Bidders</b>	<b>:</b>	<b>SECTION-1</b>
<b>4. Qualification Information and other forms</b>	<b>:</b>	<b>SECTION-2</b>
<b>5. Conditions of Contract</b>	<b>:</b>	<b>SECTION-3</b>
<b>6. Contract Data</b>	<b>:</b>	<b>SECTION-4</b>
<b>7. Technical Specification</b>	<b>:</b>	<b>SECTION-5</b>
<b>8. Form of Bid</b>	<b>:</b>	<b>SECTION-6</b>
<b>9. Securities and other forms</b>	<b>:</b>	<b>SECTION-7</b>
<b>10. Documents to be furnished by bidder</b>	<b>:</b>	<b>SECTION-8</b>

**GUWAHATI MUNICIPAL CORPORATION****LOCAL COMPETITIVE BIDDING****(DRAIN CLEANING WORK)**

**NAME OF THE WORK: CLEANING AND DESILTING OF FEW CITY DRAINS IN GUWAHATI CITY FOR THE YEAR 2016.**

**SCHEDULE FOR BID PROCESS**

<b>PERIOD OF DOWNLOADING BID DOCUMENTS</b>	<b>FROM 05/05/2016 TO 09/05/2016</b>
<b>TIME AND DATE OF PRE-BID CONFERENCE</b>	<b>AT 2:30 PM ON 09/05/2016</b>
<b>SUBMISSION OF BIDS</b>	<b>UP TO 2.00 PM ON 12/05/2016</b>
<b>OPENING OF BIDS</b>	<b>AT 2:30 PM ON 12/05/2016</b>
<b>PLACE OF OPENING OF BID</b>	<b>CONFERENCE HALL, GUWAHATI MUNICIPAL CORPORATION, PANBAZAR</b>
<b>OFFICER INVITING BID</b>	<b>COMMISSIONER, GUWAHATI MUNICIPAL CORPORATION, PANBAZAR, GUWAHATI-1</b>



**GUWAHATI MUNICIPAL CORPORATION :: CHIEF ENGINEER BRANCH :: GUWAHATI**

No.: GER/CE/714/14/111

Date: 03/05/2016

**INVITATION FOR BIDS**  
**LOCAL COMPETITIVE BIDDING**

The Commissioner, Guwahati Municipal Corporation, Guwahati invites bids for the work, "Cleaning and desilting of few city drains in Guwahati city for the year 2016", from registered Class I & Class II APWD Roads Contractors and will be received up to 2.00 PM of 12/05/2016. Details may be downloaded from the official website of GMC, [www.gmcportal.in](http://www.gmcportal.in), with effect from 05/05/2016 to 09/05/2016. A Pre Bid Meeting will be held on 09/05/2016 at 2.30 PM in the office of the Commissioner, GMC (Chief Engineer Branch), to clarify issues and answer questions, if any.

**Commissioner, i/c**  
**Guwahati Municipal Corporation**  
**Guwahati**

**Memo No.: GER/CE/714/14/111-A**

**Date: 03/05/2016**

Copy to: -

1. The Municipal Secretary, Guwahati Municipal Corporation, for kind appraisal of the Hon'ble Mayor and all members of the Mayor-in-Council.
2. The Deputy Mayor, Guwahati Municipal Corporation, for favour of kind information.
3. The Additional Commissioner, GMC, for information.
4. The Chief Accounts and Audit Officer, GMC, for information.
5. The Divisional Executive Engineer, Div-I, II, III, IV, V & VI for wide circulation.
6. M/S Exclusive Advertising for publication of the above tender notice in one issue of an English Daily Newspaper and one issue of two Assamese Daily Newspapers with a request for submission of the bills to the undersigned for payment.
7. Sri Deben Ingjal, Superintendent CE Branch & In-charge, Tender Room, for information and necessary action.
8. Notice board.

**Commissioner, i/c**  
**Guwahati Municipal Corporation**  
**Guwahati**



GUWAHATI MUNICIPAL CORPORATION :: CHIEF ENGINEER BRANCH :: GUWAHATI

No.: - GER/CE/714/14/114


Date: - 05 /05/2016

**DETAILED INVITATION FOR BIDS (IFB)**  
**LOCAL COMPETITIVE BIDDING**

1. The Commissioner, Guwahati Municipal Corporation, invites separate sealed bids for the work "Cleaning and desilting of few city drains in Guwahati city for the year 2016".
2. Prices quoted should be net inclusive of all taxes, must be in Indian Rupees and shall remain valid for 90 (Ninety) days from the closing date of bid.
3. Bidding documents should be downloaded from the Website of Guwahati Municipal Corporation, [www.gmcportal.in](http://www.gmcportal.in), with effect from 05/05/2016 to 09/05/2016. Hard copies of the Bid Document will not be available for sale.
4. Bid must be accompanied by a security of the amount as specified in the Bid Document payable at Guwahati and drawn in favour of the Employer. Bid security will have to be in any of the form as specified in the bidding document and shall have to be valid for at least 45 days beyond the bid validity period. Bid must also accompany a non-refundable bid document fee as specified in the bidding documents in the form of Demand Draft/Banker's Cheque on any nationalized/schedule bank payable at Guwahati in favour of the Commissioner, Guwahati Municipal Corporation. Bids received without non-refundable document fee will be rejected.
5. Bid must be delivered to the tender box of the office of the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati-781001 on or before 2.00 PM on 12/05/2016 and will be opened on the same day at 2:30 PM, in presence of the bidders who wish to attend or his authorized representative. If the office happens to be closed on the date of opening of the bid as specified, the bid will be opened on the next day at the same time and venue.
6. A prebid meeting will be held on 09/05/2016 at 2:30 PM at the office of the Commissioner, Guwahati Municipal Corporation, Guwahati, (Chief Engineer Branch), to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9 of 'Instructions to Bidders' of the bidding document.
7. Contractors and their associates/associate firms, already having three works under GMC, which are yet to be completed, are not eligible for this bidding process. Any Contractor whose work under GMC has been rescinded due to any reason or having litigation with GMC is also not eligible for this bidding process.
8. Other details can be seen in the detailed bid documents.

Sl. No.	Name of the Work	Amount (Rs. In Lakh)	Bid Security (In Rs)		Cost of Bid Document	Period of Completion	Period of Maintenance
			For General	For SC/ST/OBC/UEE			
	1	2	3			4	5
1	B.K. Kakati Road footpath drain in w/no. 14. Bani Nagar underground drain in w/no. 14 Milanpur road side drain in w/no. 14	15.38	31000.00	15500.00	1000.00	2 months	Up to 30 <sup>th</sup> November, 2016

Sl. No.	Name of the Work	Amount (Rs. In Lakh)	Bid Security (In Rs)		Cost of Bid Document	Period of Completion	Period of Maintenance
			For General	For SC/ST/OBC/UEE			
	1	2	3		4	5	6
2	Drain from Kalicharan Nursing home to Arya Nagar Culvert in w/no. 15	22.77	45500.00	23000.00	1500.00	2 months	Up to 30 <sup>th</sup> November, 2016
	Underground drain of Bishnupur road and its bye lane in w/no. 15						
3	Inner drain of Super Speciality Hospital, Bhangagarh in w/no. 18	10.14	20000.00	10000.00	1000.00	2 months	Up to 30 <sup>th</sup> November, 2016
	Rajgarh Road footpath drain, in w/no. 18						
4	Satgaon main road (Remaining Portion) and approach drain of Panjabari Military Cantonment in w/no. 31 & 25.	15.78	31500.00	16000.00	1000.00	2 months	Up to 30 <sup>th</sup> November, 2016
5	Hengerabari main road drain(balance portion) from ch. 1400.00 m to 2750.00 m (RHS from VIP Road) & ch. 1100.00m to 2500.00m (LHS from VIP Road)	19.56	39000.00	19500.00	1000.00	2 months	Up to 30 <sup>th</sup> November, 2016


  
Commissioner, i/c  
Guwahati Municipal Corporation,  
Panbazar, Guwahati

Date: - 05/05/2016

Memo No.: - GER/CE/714/14/114-A

Copy to: -

1. The Municipal Secretary, Guwahati Municipal Corporation, for kind appraisal of the Hon'ble Mayor and all members of the Mayor-in-Council.
2. The Deputy Mayor, Guwahati Municipal Corporation, for favour of kind information.
3. The Additional Commissioner, GMC, for information.
4. The Chief Accounts and Audit Officer, GMC, for information.
5. The Divisional Executive Engineer, Div-I, II, III, IV, V, VI, for wide circulation.
6. MIS, GMC, for uploading in the GMC portal.
7. Sri Deben Ingjal, Superintendent CE Branch & In-charge, Tender Room, for information and necessary action.
8. Notice board.
9. Office File.

  
Commissioner, i/c  
Guwahati Municipal Corporation  
Panbazar, Guwahati

**SECTION-I**  
**Instruction to Bidders (ITB)**  
**A. General**

**1. Scope of Bid**

- 1.1** The Commissioner, Guwahati Municipal Corporation invites bids for the works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2** The successful bidder will be expected to complete the works by the intended completion date specified in the Contract Data.
- 1.3** Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

**2. Source of Funds**

- 2.1** Deleted

**3. Eligible Bidders**

- 3.1** This *Invitation for Bids* is open to all bidders of Class I & Class II category registered under Roads wing of APWD.
- 3.2** The final eligibility of the bidders will be determined on the basis of their qualification Information.
- 3.3** The bidder must have a valid registration in Class-I/Class-II as a civil contractor under Roads wing of APWD.

**4. Qualification of the Bidder**

- 4.1** All bidders shall provide in Section 2,  
(a) Form of Bid and Qualification Information, (b) a preliminary description of the proposed work method and schedule, including drawing and bar charts, as necessary.

***All bidders should note that the standard format and tables for furnishing qualification information in section-2 must be filled up without fail. Bid will be considered as non-responsive if the bidder fails to submit the information in the standard format of qualification information.***

- 4.2** All bidders shall include the following information and documents with their bids in Section 2:
- (a) **Attested copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;**
- (b) Certified Xerox copy of the up to date registration in Government Departments.

- (c) Total monetary value of civil engineering works performed for each of the last 3 (three) years;
- (d) Deleted
- (e) Equipment proposed to carry out the Contract;
- (f) Qualifications and experience of key site management personals, the bidder is going to engage in the proposed work.
- (g) Reports on the financial standing of the Bidder, such as profit and loss statements, balance sheet and certified report of auditor/Chartered Accountant regarding annual turnover during the past three years.
- (h) Evidence of financial resources facilities/financial soundness certified by the Bankers (not more than 3 months old).
- (i) Undertaking that the bidder will be able to invest 100% of contract value of work, for implementation of work.
- (j) Authority to seek references from the Bidder's bankers;
- (k) The proposed methodology should include programme for cleansing and desiltation of drain/group of drains for which the bid has been submitted backed with equipment planning and manpower deployment schedule. The same methodology should include a conceptual planning for recovered waste collection, transportation and safe procedures for disposal.
- (l) **Copy of up to date Trade License issued by Guwahati Municipal Corporation.**

4.3 Bids from Joint ventures are not acceptable.

**4.4. A. To qualify for award of the contract, each bidder in its name should have the last three years as referred to in Appendix.**

**B. Each bidder should further demonstrate**

- (a) Availability for this work of personnel with adequate experience as required; as per **Annexure – II**.
- (b) Liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix.

(33% of the estimated amount of the work for which bid is submitted)

4.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or

- financial failures etc. and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the Employer.

## 5. One Bid per Bidder

- 5.1 Each bidder shall submit only one bid for one group of works. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in case of alternatives that have been permitted or requested) of the same group will cause all the proposals with the Bidder's participation to be disqualified.
- 5.2. No bidder will be allotted works of more than 2 (Two) groups even if he is found eligible in selection criterion in other aspects.

## 6. Cost of Bidding

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

## 7. Site visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

## B. Bidding Documents

### 8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	I
1	Instructions to Bidders (ITB)	
2	Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of bid	
7	Securities and other forms	III
9	Drawings	IV
8	Documents to be furnished by bidder	

- 8.2 One copy of each of the volumes I, II, and III will be available for download to the bidder. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume-IV in two parts (refer clause 12).
- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, Annexes and

drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

## **9. Clarification of Bidding Documents**

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he receives earlier than 07 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

## **10. Amendment of Bidding Documents**

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

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum to the Employer.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion extend the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

### **C. Preparation of Bids**

#### **11. Language of the Bid**

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

#### **12. Documents comprising the Bid**

12.1 The bid submitted by the bidder as section 8 of the bid document (refer clause 8.1) shall comprise the following –

- (i) Bid Security in the form as specified in Section 7 or refer Clause 16 of ITB.
- (ii) Qualification Information and supporting documents as specified in section 2.
- (iii) Certificates, undertakings, affidavits as specified in Section 2.
- (iv) Any other information pursuant to Clause 4.2 of these instructions.
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1
- (vi) Acceptance/non-acceptance of Dispute Review Committee proposed in Clause 34.1
- (vii) **Form of Bid as specified in Section 6.**

***The bid security will be sealed and placed in a separate envelope mentioning the group number, bid amount and name of the bidder over the envelope.***

12.2 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
	Invitation for Bids (IFB)
1	Instructions to Bidders
3	Conditions of Contract
4	Contract Data
5	Specifications
9	Drawings

### 13. Bid Prices

- 13.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the price on the Form of Bid submitted by the Bidder.
- 13.2 The Bidder must quote his bid price in **Section-6 (form of Bid)** both in figure and words, which is to be duly signed by the bidder. A Financial Bid without any mention of bid price in the Form of Bid shall be treated as Non-Responsive and shall not be considered for evaluation.
- 13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 13.4 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.

### 14. Currencies of Bid and Payment

- 14.1 The rates quoted by the bidder above or below the estimated amount will be for Indian Rupees. All payments shall be made in Indian Rupees.

### 15. Bid Validity

- 15.1 Bids shall remain valid for a period not less than 90 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1(v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional that is required.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.3\* In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Employer requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the quoted price only.

15.4 Bid evaluation will be based on the quoted rate only.

## 16. Bid Security

16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of The Employer as named in Appendix and may be in one of the following forms:

- a. Deposit-at-call Receipt from any nationalized/ scheduled Indian Bank approved by the Reserve Bank of India.
- b. Indian Post Office/ National Savings Certificate duly endorsed by the competent postal authority in India.
- c. Bank Guarantee from any scheduled Indian bank, in the format given in Volume III.
- d. Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

16.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub- Clauses 16.1 and 16.2 above shall be rejected by the Employer as **non-responsive**.

16.4 The bid securities of unsuccessful bidders will be returned within 45 days of the end of the bid validity period specified in sub Clause 15.1 or after the signing of the contractual agreement with the successful bidder whichever is earlier.

16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required **Performance Security**.

16.6 The Bid Security shall be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27;  
or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement; or
  - (ii) Furnish the required Performance Security.

## 17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that fully comply with the requirements of the

bidding documents, including the conditions of contract (including time for completion), basic technical specification, drawings and methodologies. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

## **18. Format and Signing of Bid**

- 18.1 The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders*, bound with the volume containing the Form of Bid, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail. . ***All documents to be submitted should be in proper format & done by at least spiral binding.***
- 18.2 The Bid shall be typed or written in indelible ink and shall be signed (in **Blue Ink** only) by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid. ***Each and every signature must be dated. Full Name of the bidder shall be mentioned at least in the Contractor's Bid Form.***
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## **D. Submission of Bids**

### **19. Sealing and Marking of Bids**

- 19.1 The Bidder shall seal the Bid in an envelope, duly marking the envelopes as required. The bid security will be enveloped separately. These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each inner envelope marked 'Bid' and 'Bid Security' shall contain within it the complete bid as specified in clause 12.1.
- 19.2 The inner and outer envelopes containing the Bids and bid securities shall –  
 (a) be addressed to the Employer at the address given in Appendix  
 (b) bear the identification as indicated in Appendix
- 19.3 In addition to the identification required in Sub-Clause 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder.
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

### **20. Deadline for Submission of the Bids**

- 20.1 Complete Bids must put in to the tender-box by the bidder at the address specified above in appendix. In the event of the specified date for the submission of bids is declared a holiday by the Employer, the Bids will be received up to the

appointed time on the next working day.

- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Closing of Tender Box**

- 21.1 The tender dropping box will be closed and sealed immediately after the expiry of the deadline for submission of bid and no bid will be received thereafter.

22. Deleted

**E. Bid Opening and Evaluation**

**23. Bid Opening**

- 23.1 The Employer will open all the Bids received in the tender box in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 23.3. In the event of specified date of bid opening being declared a holiday by the Employer, the bids will be opened at the appointed time and location on the next working day.

- 23.2 The envelope containing the bid security will be opened first. The amount, form and validity of the bid security furnished with the bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the bid will be rejected.

- 23.3 (i) The bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in pursuant to Clause 12.1 and the **Comparative Statement** and the **Evaluation Report** will be prepared.

- 23.4 In case bids are invited in more than one package/groups, the order for opening of the Bid shall be that in which they appear in the "Invitation for Bid".

- 23.5 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

**24. Process to Be Confidential**

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

**25. Clarification of Bids**

- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 25.3 Any effort by the Bidder to influence the owner's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

**26. Examination of Bids and Determination of Responsiveness**

- 26.1 During the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by required securities and (d) is substantially responsive to the requirements of the 'Bidding Documents'. During this detailed evaluation of the Bid, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. priced bid, technical specifications, and drawings.
- 26.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviations or reservation. A material deviations or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.
- 26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of non-conforming deviation or reservation.

**27. Rejection on ground of Errors**

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors in the form of bid. In case there is a discrepancy between the rates in figures and in words, the rate in words will prevail. All stroked-out portions must be initialed by the bidder. Bid with errors in the form of bid will be rejected.
- 27.2 On the basis of the rate quoted in the Bids, the corresponding bid amount (tendered amount) will be worked out by the Employer and this bid

amount(tendered Amount) will be the basis for any future calculations like performance security, security for unbalanced bid etc.

## **28. Evaluation and Comparison of Financial Bids**

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated bid amount/Tendered Amount by considering the percentage of rate quoted as high/low/equal over the estimated amount in the form of bid.
- 28.3 The Employer reserves the right to accept or reject any variation or deviation, variation and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 28.4 The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 28.5 If the Bid of the successful Bidder is seriously **unbalanced** in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses to demonstrate the internal consistency of the price with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 28.6 A bid **unrealistically priced low or high** shall be rejected as non- responsive.

## **F. Award of Contract**

### **29. Award Criteria**

- 29.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined
- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated bid price; and
  - (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.
- In case, the lowest rate is quoted by more than one substantially responsive bidder, the bidder with the maximum experience of similar works, quoting the lowest rate will be awarded with the contract. If more than one bidder with equal experience quotes the lowest rate, the bidder of the higher class will be awarded with the contract.
- In no case, the contract shall be awarded to any bidder whose available bid capacity

is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

- 29.2 No bidder will be awarded contracts for more than two groups even if the bidder is found eligible as per the above criterion. The next eligible bidder will be offered the work at his own quoted rate if he fulfills other requirements.

### **30. The Employer's Right to accept any Bid and to reject any or all Bids**

- 30.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### **31. Notification of Award and Signing of Agreement**

- 31.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the rate accepted and approved by the Employer for the work.
- 31.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.
- 31.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. Within 07 days following the notification of award along with the Letter of Acceptance the successful bidder will come to the office of the employer and sign the contract agreement. In case, the bidder fails to respond the letter of acceptance during the stipulated time and deposit the requisite performance security, the second lowest bidder will be given the notification of award cancelling the notification to the 1<sup>st</sup> successful bidder. This process will continue till the contract agreement for the work is finally signed. The bid securities of all the bidders who fail to respond the Letter of Acceptance served will be forfeited.
- 31.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **32. Performance Security**

- 32.1 Within 07 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 2% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 28.5 of ITB and Clause 49 of Conditions of Contract.

➤ A bank guarantee in the form given in section 8; or

- Fixed Deposit Receipt from any Nationalized/Scheduled bank, Indian Post Office National Savings Certificate duly endorsed by the competent postal authority and pledged in favour of the Commissioner, Guwahati Municipal Corporation, Panbazaar, Guwahati-1 and should be in the name of the bidder.

32.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a Nationalized/Scheduled Indian bank.

32.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **33. Advance Payment and Security**

33.1 No advance payment will be made by the Employer as mobilization advance, advance against security of material brought to the site or in any form.

### **34. Dispute Review Committee**

34.1 The Employer will constitute a Dispute Review Committee to short out the differences between the Contractor and the Engineer of the Owner.

### **35. Corrupt or Fraudulent Practices**

35.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority Of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

35.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 23.2 and sub-clause 59.2 of the Conditions of Contract.

**APPENDIX TO ITB**

(This table should be read in conjunction with ITB)			
Sl. No.	PARTICULARS	Standards set/Information	Ref Clause
1	Name of the Employer	Commissioner, Guwahati Municipal Corporation	Cl. 1.1
2	Annual Financial Turn-over in the last three years		Cl. 4.4 (c)
	2013-2014		
	2014-2015		
	2015-2016		
3	Liquid Asset and/ or availability of credit facilities	33% of the estimated amount of the work for which bid is submitted	CL4.4B( b)
4	Date of bid opening	At 02:30 Pm on 12-05-2016	
5	Address of the Employer	Commissioner, Guwahati Municipal Corporation	
6	<b>Identification</b>		
	<b>Cleaning and desilting of few city drains in Guwahati city for the year 2016</b>		
	<b>Package No-</b>		
	<b>Bid reference No- GER/CE 714/14/111</b>		
	<b>Do not open before 2:30 PM 12-05-2016</b>		
7	Last date of submission of bid	02-00 PM on 12-05-2016	Cl 20.1
8	Place of bid opening	Conference Hall, Office of the Guwahati Municipal Corporation, Panbazar, Guwahati-1	Cl. 23.1
9	Bank draft in favour of	Commissioner, Guwahati Municipal Corporation, payable at Guwahati	Cl. 32.1
10	Dispute Review Committee	To be notified on due course	Cl. 34.1

**Annexure - I****LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK**

[Refer clause 4.2(e) of ITB]

Sl	Plants & Equipments	Age on 01/01/2014 not more than	Minimum Number required
1	Excavator	5 years	1
2	Tipper	5 years	1
3	Loader	5 years	1
4	Dewatering pump-set of 5 hp capacity	2 years	1

**Annexure - II****LIST OF KEY PERSONNEL TO BE DEPLOYED ON CONTRACT WORK**

(Refer Clause 4.2(f) of ITB)

Sl. No.	Personnel	Qualification	Experience
1.	Site Engineer	Diploma in civil Engineering	3years experience
2.	Site Supervisor	HSSLC passed	3years experience

**SECTION 2**  
**(QUALIFICATION INFORMATION)**

[The information to be filled in by the Bidder in the following pages will be used for the purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. As such, it is the most important section and must be filled-up accordingly. If the formats attached in this section are left un-filled, altered or wrongly filled, the bid will be rejected as non-responsive. However, the bidder may get the specified tables typed in landscape orientation strictly copying the given format for ease of filling up. This information will not be incorporated in the Contact.]

**1. For Individual Bidders**

1.1 Constitution or legal status of Bidder  
***[Attach copy]***

Place of registration:

Principal place of business:

Power of attorney of signatory of Bi  
***[Attach]***

1.2. 1.2 Total value of Civil Engineering construction

Work performed in the last three years

	2013-2014
(Rs)	2014-2015
	2015-2016

1.3 Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.\*\*

Project Name	Name of the Employer*	Description of work	Contact No.	Value of Contract (Rs. Lakh)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work Completed
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

\* Attach certificate(s) from the Engineer(s)-in-Charge.

**\*\* Immediately preceding the financial year in which bids are received.**

**β Attach certificate from Chartered Accountant.**

- 1.3 Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause 4.5(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3(d) of the Instructions to Bidders.

Item of equipment	Requirement		Availability Proposals			Remarks (From whom to be purchased)
	No.	Capacity	Owned/ leased/to be	Nos./ capacity	Age/ condition	
1	2	3	4	5	6	7
Excavator	1					
Tipper	1					
Loader	1					
Dewatering						

- 1.4 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.5 Programme.
- 1.6 Quality Assurance Programme.
- 1.7 Name, address, and telephone, telex and fax numbers of the bidder's bankers who may provide references if contacted by the Employer.
- 1.8 Information on litigation history in which the Bidder is involved.

Order Party	Employer	Cause of Dispute	Amount Involved	Remark showing present status
1	2	3	4	5

Table-11

## 2. Additional Requirements

- 2.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.
- (i) Affidavit
  - (ii) Undertaking
  - (iii) Up to date contractor's registration certificate

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

(CLAUSE 4.2 (i) OF ITB)

**BANK CERTIFICATE**

This is to certify that M/s /Mr. \_\_\_\_\_  
is a reputed company/contractor and our customer with a good financial standing.

If the contract for the work namely \_\_\_\_\_  
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 during the contract period.

Senior Bank Manager  
"Name of the Bank"  
Address of the Bank

**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
  
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_  
\_\_\_\_\_ has abandoned any work of any Government Department/Govt. undertaking/GMC nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
  
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation .
  
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.
  
5. The undersigned binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the project.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ would invest a minimum cash upto 100% of the value  
of the work during implementation of the Contract.

Signature of the Authorized Officer of the Firm

Title of Officer

Name of Firm

Date

**SECTION 3**  
**CONDITIONS OF CONTRACT**

**A. GENERAL**

**1. Definitions**

1.1 Terms which are defined in the Contract data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The **Dispute Review Committee** shall resolve disputes in the first instance, as provided for in clauses 24 and 25. The **Dispute Review Committee** is defined in the Contract Data.

**Bill of Quantities** means the quantity of items as considered in the detailed estimate of the particular work.

**Compensation Events** are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

The **Contract** is the contract between the Employer and the contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the contract.

The **Contract** is a person or corporate body whose Bid to carry out the works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the contractor to the Employer and includes Technical and Financial bids.

The **Contract Price/rate** is the price/rate stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.

**Days** are calendar days: months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the contract.

The **Defects Liability period/Contractor's liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time, and valuing the Compensation Events.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price/rate** is the contract price/rate listed in the Employer's Letter of Acceptance.

The **Intended Completion date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion date is specified in the Contract data. The Intended Completion date may be revised only by the Engineer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Specification** means the specification of the works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start date** is given in the Contract Data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works** are what the Contract requires the contractor to execute to the Employer, as defined in the contract Data.

## **2. Interpretation**

2.1. In interpreting these Conditions of Contract, singular also means plural male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the conditions of contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the works, the Completion Date, and the Intended completion date apply to any Section of the works (other than references to the Completion date and Intended Completion date for the whole of the works).

2.3. The Documents forming the Contract shall be interpreted in the following order of priority.

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of contract including Special conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) Any other document listed in the Contract Data as forming part of the contract.

### **3. Language and Law**

3.1. The language of the Contract and the law governing the contract are stated in the contract Data.

### **4. Engineer's Decisions**

4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5. Delegation**

5.1. The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### **6. Communications**

6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

### **7. Sub-contracting**

7.1. The Contractor will not sub-contract the work or part of it without the formal approval of the employer.

### **8. Other- Contractors**

8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contractor Data, also provide facilities and services for them as described in the schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

### **9. Personnel**

9.1. The Contractor shall employ the key personnel named in the Schedule of key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve

any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better those of the personnel listed in the Schedule.

- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contractor.

## **10. Employer's and Contractor's Risks**

- 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Employer's Risks**

- 11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employer), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

## **12. Contractor's Risks**

- 12.1. All risks of loss of or damage to physical property and personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the Contractor.

## **13. Insurance**

- 13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor insurance cover from the Start date to the end Defects Liability period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of damage of property (except the Work, plant, Materials and Equipment) in connection with the Contractor and
- (d) personal injury or death.

- 13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

- 13.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer.

13.5. Both parties shall comply with any conditions of the insurance policies.

**14. Site Reports**

14.1. The Contractor, in preparing the Bid, shall rely on any site condition Reports referred to in Contract Data, supplemented by any information available to the Bidder. But the contractor must himself visit and examine the site condition for the work against which bid is submitted and the Employer will not be any way responsible for incomplete, inadequate site report.

**15. Queries about the Contractor's Data**

15.1. The Engineer will clarify queries on the Contractor Data.

**16. Contractor to execute the Works**

16.1. The Contractor shall execute the Work in accordance with the Specification and Drawings.

**17. The Works to be completed by the Intended Completion Date**

17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

**18. Approval by the Engineer**

18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specification and Drawings.

18.2. The Contractor shall be responsible for design of Temporary Works.

18.3. The Engineer's shall not alter the Contractor's responsibility for design of the Temporary Work.

18.4. The Contractor shall obtain approval of third parties to the design of the Temporary works where required.

18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

**19. Safety**

19.1. The Contractor shall be responsible for the safety of all activities on the Site.

**20. Discoveries**

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

**21. Possession of the Site**

21.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contractor Data the

Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site**

- 22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the Works.

**23. Instructions**

- 23.1. The Contractor shall carry out all instruction of the engineer pertaining to works which comply with the applicable laws where the Site is located.
- 23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

**24. Disputes**

- 24.1. If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contractor or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Committee within 14 days of the notification of the Engineer's decision.

**25. Procedure for Disputes**

- 25.1. The Dispute Review Committee shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 25.2. Either party may give notice to the other to refer a decision of the Dispute Review Committee to an Arbitrator within 28 days of the Dispute Review Expert's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Committee decision will be final and binding.
- 25.3. The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

**B. TIME CONTROL**

**26. Programme**

- 26.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a programme showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- 26.2. An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 26.3. The Contractor shall submit to the engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract data from the next payment certificate

and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

- 26.4. The Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised programme is to show the effect of variations and Compensation Events.

## **27. Extension of the Intended Completion Date**

- 27.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs a Variation is issued which make it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 27.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion date.
- 27.3. The engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Review Expert under Clause 24.1.

## **28. Delays Ordered by the Engineer**

- 28.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

## **29. Management Meetings**

- 29.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2. The Engineer shall record the business of management meeting and is provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **30. Early Warning**

- 30.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future

event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

- 30.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event of circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

### **C. QUALITY CONTROL**

#### **31. Identifying Defects/deficiencies**

- 31.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects/deficiencies that are found. Such checking shall not affect the Contractor's responsibilities and obligations to provide the highest degree of qualitative output. The Engineer may instruct the Contractor to search for a Defect/deficiency and to uncover, investigate, examine and test any work that the Engineer considers may have a Defect/deficiency.

#### **32. Tests and inspections**

- 32.1. In addition to the tests/ inspection instructed by the Engineer as above, the contractor will conduct all the routine tests/ inspections as necessary and included in the specification, contract data or any part of this contract. Such inspection/investigations/examinations may also be ordered by the site engineer.

#### **33. Correction of Defects/deficiencies**

- 33.1. The Engineer shall give notice to the Contractor of any Defects/deficiencies before the end of the Defects Liability Period/Contractor's Liability Period, Which begins at Completion and is defined in the Contract Data. The defects liability Period/ Contractor's Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2. Every time notice of a Defect/Deficiency is given, the Contractor shall correct/rectify the notified Defect/deficiency within the length of time specified by the Engineer's notice.

#### **34. Uncorrected Defects/deficiencies**

- 34.1. If the Contractor has not corrected/rectified a Defect/deficiency within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

### **D. COST CONTROL**

#### **35. Bill of Quantities**

- 35.1. The Bill of Quantities shall contain items for the cleansing, desilting, stacking, transportation of silt/recovered materials, construction, installation, testing and commissioning work to be done by the Contractor.
- 35.2. The Bill of Quantities may be used to calculate the Contract Price. The Contractor will be paid only on the basis of measured quantity of the site Engineer at the rate mentioned in the Letter of Acceptance and the contract agreement.

**36. Changes in the Quantities**

- 36.1. There may be changes in the quantity of one or more items of work during execution. The Contractor will execute the work but no claim for changes in the rate of contract will be entertained by the employer. The site Engineer will bring the matter to the notice of the employer in case, such changes are found to exceed the limit beyond the Initial Contract Price.
- 36.2. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded except with the Prior approval of the Employer.
- 36.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any part of the work or any item

**37. Variations**

- 37.1. All Variations shall be included in updated Programmes produced by the Contractor.

**38. Payments for Variations**

- 38.1. Any variation made will be within the limit of the Initial Contract Price. However, if in the opinion of the site Engineer, any variation is beyond the scope of the original estimate and technically essential in nature the site Engineer may forward the matter to the employer with detailed analysis.
- 38.2. The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

**39. Cash Flow Forecasts**

- 39.1. When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

**40. Payment Certificates**

- 40.1. The Site Engineer will prepare the bill on the basis of measurements in Measurement Books recorded by him and dully checked by the concerned Executive Engineer/Assistant Executive Engineer. The Bill prepared in approved format of the Guwahati Municipal Corporation should be dully certified by the Engineer before forwarding for payments.
- 40.2. The value of work executed shall be determined by the Engineer.

**41. Payments**

- 41.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law.
- 41.2. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**42. Compensation Events**

- 42.1. The following are Compensation Events unless they are caused by the Contractor.

- (a) The Employer does not give access to a part of the Site by the Site Possession Date Stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (e) Other Contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (f) The Engineer unreasonably delays issuing a Certificate of Completion.
- (g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

42.2. If a Compensation Event causes a situation in which Intended Completion Date needs to be extended, the Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

42.3. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

#### **43. Tax**

43.1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that that the contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

#### **44. Currencies**

44.1. All payment shall be made in Indian Rupees.

#### **45. Price Adjustment**

45.1. The rates and prices included in the contract shall be deemed to include amounts to cover the contingency of all rise or fall in costs.

#### **46. Retention**

46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

46.2 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period/Contractors Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

46.3 When cumulative retention money reaches maximum limit as stated in Contract Data, the contractor may substitute retention money with an "on demand" Bank guarantee.

**47. Liquidated Damages**

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

47.3 Liquidated damages for delay

If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

47.4 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

**48. Advance Payment: Deleted****49. Securities**

49.1. The Performance Security (including additional security for unbalanced bids) 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, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

**50. Cost of Repairs**

- 50.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

**E. Finishing the Contract****51. Completion**

- 51.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

**52. Taking Over**

- 52.1 The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

**53. Final Account**

- 53.1 The final Account will be as per the recorded final measurements of the works executed and duly certified by the Engineer.

**54. Progress Report and as Progressed Drawings**

- 54.1 If Progressed Report and /or "As Progressed" Drawings are required, the Contractor shall supply them by the dates stated in the Contract Data or as instructed by the engineer.
- 54.2 If the Contractor does not supply the reports and the drawings by the dates stated in the Contract Data or as the engineer instructs, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**55. Termination**

- 55.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 55.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
  - (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
  - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) 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;
  - (e) the Contractor does not maintain a security which is required;
  - (f) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages becomes payable as

defined in the Contract data; and

- (g) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- 55.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 55.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 55.5 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.

## **56. Payment upon Termination**

- 56.1 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 and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 56.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, 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.

## **57. Property**

- 57.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

## **58. Release from Performance**

- 58.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the

Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **1. LABOUR**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

### **2. COMPLIANCE WITH LABOUR REGULATIONS**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

#### **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
- (h) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) **Minimum Wages Act 1948:** The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- g) **Payment of Wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) **Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down

rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

- l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First- Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

### 3. **ARBITRATION (GCC Clause 25.3)**

The procedure for arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Council of Indian Road

Congress.

- (b) The Arbitration Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the \* Council, Indian Roads Congress.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Council of Indian Road Congress shall appoint the arbitrator. A certified copy of the order of the Council of Indian Road Congress making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

#### 4. **Environmental Protection**

1. The contractor will take all necessary measures to protect the environment and to prevent pollution or untoward affects on nature at his own coast and risk during the execution of the work.
2. The contractor will be bound to act and not violate the prevailing laws, bylaws, notifications, circulars etc promulgated under the constitution of India and notified from time to time by the concerning authorities.

#### 5. **Third Party Inspection or Inspection by Team from the Govt. of Assam**

1. The employer may engage any third party to inspect the works during any stage of execution and the contractor will be bound to provide full co-operation to such inspection teams.
2. The contractor will furnish information and records to such teams as directed by the employer through the site Engineer concerned.
3. The contractor will co-operate with any inspection team engaged by the Government of Assam about which the employer will notify the contractor in due course.

**SECTION 4**  
**CONTRACT DATA**

## SECTION-4 (CONTRACT DATA)

SL	PARTICULARS	Details	Clause No
1	<b>The Employer is</b>	Commissioner, Guwahati Municipal Corporation, panbazar, Guwahati-1, Assam	
2	<b>The Engineer is</b>	Chief Engineer, Guwahati Municipal Corporation	
	Authorized representative	Executive Engineer of the concerned Engineering Division	
3	<b>Site Engineer</b>	Assistant/ Junior Engineer of the concerned site	
4	<b>Dispute Review Committee</b>		
	Chairman	Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati-1, Assam	
	Co- Chairman	Additional Comissioner, Guwahati Municipal Corporation	
	Technical Member	Chief Engineer, Guwahati Municipal Corporation	
	Member	Executive Engineer of the concerned Division	
	Member	Site Engineer of the concerned Site	
	Contractor's representative	The Contractor himself or his authorized representative	
5	<b>The Defect Liability Period/Contractor's Liability period</b>	Up to the 30 th November' 2016	
6	<b>The Starting Date</b>	Within 7(seven) days from the date of final work order	
7	<b>The completion date</b>		
	Completion of 1st phase	Within 60 days from the date of signing of the agreement	
	Intermediate phases	As required to maintain the bed profile set up to the satisfactio of the site Engineer	
	Final phase completion	30th November' 2016	
8	<b>Location of the site</b>	Inside GMC Area	
9	<b>Name &amp; Identification of the Work</b>	Cleaning and desilting of few city drains in Guwahati city for the year 2016 -----(Sl. No)	
10	The Work:	The work consists of cleanning and desilting of drains in general with auxiliary works inter alia include the following as specified or as directed.	
		1/(A/R). Cleanning & desilting of inner drain by engaging labourer using G. Bucket, spade,shovel,fork-spade,pump etc. whichever is necessary including <b>stocking</b> of material at a suitable placeand <b>removal</b> of the desilted materials by truck/tippers at his own disposal site or <b>as directed by the employer</b> with taking precautionary measures like spraying of disinfectant materials including maintainance of the status and profile of the desilted drain up to the end of the contractor's liability period as directed by the Engineer-in Charge.	
		2/ (A/R).Cleanning & desilting of inner drain by engaging labourer using G. Bucket, spade,shovel,fork-spade,pump etc. whichever is necessary including removal of desilted material from the site immediately taking precautionary measures like spraying of disinfectant materials by the party at his own disposal site or <b>as directed by the employer</b> including maintainance of the status and profile of the desilted drain up to the end of the contractor's liability period as directed by the Engineer-in Charge.	

		3/ (A/R).Cleaning & desilting of inner drain by engaging labourer using G. Bucket, spade,shovel,fork-spade,pump etc. whichever is necessary including removal and disposal of desilted material in the <b>nearby site</b> or <b>as directed by the employer</b> taking precautionary measures like spraying of disinfectant materials including maintainance of the status and profile of the desilted drain up to the end of the contractor's liability period as directed by the Engineer-in Charge.	
		4.(A/R). Removal of desilted silt from silt chamber/drain by mechanical devices like excavator, tipper, truck etc with taking necessary precautionary measures once a week for the period till the end of the contractor's liability period as directed by the Engineer-in-charge and disposal of the same as directed by the employer.	
11	The following documents will also be part of the contract		
	Law	Law of India	
	Language	English	
	Schedule of other contractors		
	Schedule of key personal		
12	Site possession/hand-over date	within 7days from the date of signing of the contract agreement	
13	The period for submission of program for approval of Engineer	not later than from the date of signing of the contract agreement	
14	The program for program up date	15 days	
15	The amount to be withheld for late submission of a updated program	Rs.10,000.00(Rupees Ten thousand) only	
16	Compensation events	(a) The Employer does not give access to a part of the Site by the Site Possession Date Stated in the Contract Data.	
		(b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.	
		(c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.	
		(d) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.	
		(e) Other Contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.	

		(e) Other Contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.	
		(f) The Engineer unreasonably delays issuing a Certificate of Completion.	
		(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.	
17	Retention Money	The proportion of payments retained (retention money) shall be 8% from each bill subject to a maximum of 8% of final contract price.	
18	Liquidated damage	(1/2000)th of initial Contract price per day, rounded off to nearest hundred on account of delay in achieving the target milestone	
19	Maximum limit of liquidated damages for delay in completion of work	10 (Ten) percent of initial Contract price rounded off to nearest hundred.	
19	The Advance Payment	No payment in any form of advance will be made	
20	On Account Payment	The employer may pay Running Account Bills subject to satisfactory performance of the contractor and on attainment of miles stones up to the satisfaction of the employer. This payment in the form of Running Account Bill will be made only on proper certification of the site Engineer with detailed measurment records. However, payment of such Running Account Bill will not to be regarded as an obligation from part of the employer, who may or may not accept such interim bills in good intention of timely and successful execution of the works.	
21	Securities	Securities shall be for the following minimum amounts equivalent as a percentage of the contract price: <b>Performance Security for 2 (Two) percent</b> of contract price plus <b>20 (Twenty) percent as additional security</b> in terms of clause-29.5 of ITB	
22	Progress Report and As progressed Drawing	Progress Report and 'As progressed' drawings must be submitted on 1st and 15th day of every month	
23	Money to be withheld for failure to submit the Progress Report and 'As Progressed' drawings	Full amount of any interim payments payable under Running Account Bills	
24	Events to be regarded as breach of Contract	The contractor has contravened the sub-clause-7.1 and clause 9 of GCC.'	

**SECTION 5**  
**(Technical Specification)**

1.0 PREAMBLE

1.1 The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents.

**Scope of Work and methodology**

The scope of works, in general covers all the activities related to cleaning and desiltation of the identified city drains in the Guwahati Municipal Area (GMCA). The basic aim of this work is to bring the existing drainage system to the optimum efficiency level within the 1<sup>st</sup> phase of the work and maintenance of the status through the intermediate phases till the rainy season ends, so that the existing drains can pass the optimum discharge during this period.

The works and its method shall, inter alia, include the following, as specified or as directed:

1. During the 1<sup>st</sup> joint visit, the complete stretch of the drain will be carefully inspected including the merging inlet points of the feeder drains.
2. The Contractor, as directed by the site Engineer will set the **Level Reference Stations (LRS)** on permanent structures marking the **chainage** and **Horizontal lines of Reference (HLR)** painted in red which must be protected by him till the payment of the final bill or the end of the contractor's liability period whichever is later. In absence of any suitable permanent structure, the contractor with his own cost and risk will construct such structure to be used as reference stations. The interval of such reference stations will not be more than 30.00 mtr in any case.
3. The level difference of the Horizontal Line of Reference and the **top of the silt bed** at various Level Reference Stations will be measured and recorded as initial level of silt before cleansing. This will be the basic record on the basis of which the **volume of works executed** by the contractor during different phases will be worked out.
4. In important locations, the initial photographs will be taken as evidence before the cleaning work is started. Photographs are to be taken in the same locations from the same angle during the works in progress as well as at the final stage. These photographs are to produced with the submitted bills.
5. At the completion of the 1<sup>st</sup> phase of cleaning and de-siltation, in presence of the site Engineer, the difference between the HLRs and the silt level will be measured and recorded. The volume of silt removed will be worked out in all the stretches between the consecutive LRSs from the records and summing these, the total volume of silt removed will be worked out.
6. All the debries/silt recovered from the drain will be properly stacked, transported, treated and disposed as per direction of the site Engineer and as per provision of the estimate. The disposal site should be environmentally suitable and proper measure should be taken by the contractor for preventing any adverse affect on environment.
7. The contractor will prepare and submit progress report and 'as progressed drawings' at regular intervals as per provisions shown in the contract data supported with photographs taken as evidence to the site Engineer.

8. The contractor will ensure that the bed profile and status of the drain attained in the 1<sup>st</sup> phase of cleansing is maintained throughout the whole Defect Liability Period/ Contractor's Liability Period. The Site Engineer will check the profile during this period at regular intervals of not more than a fortnight. He will certify the fortnightly progress report and 'As Progressed' drawings submitted by the contractor on the basis of such interim inspections.
9. During the whole period execution and maintenance, the contractor will erect a signboard at the site displaying the Name of the work, Name of the contractor, Length of drain and contract price of the work.
10. The contractor will take all the precautionary measures near the site of the works to prevent accidents both to his own workers and the passersby. He must replace any man-holes/ drain-covers damaged during work at his own cost and risk. He must erect barricades, install lights, fix signage/marks etc so that no untoward incidence takes place during the course of execution.
11. The contractor must ensure basic facilities to his workers temporarily kept at sites including protection of general hygiene.
12. The contractor must provide the required vaccination to his workers before engagement as per direction of a competent physician and take immediate measures in medical emergencies.
13. The contractor must ensure that all the workers engaged are well equipped and properly dressed.

**Guidelines for maintenance of the systemic efficiency of the drains de-silted.**

1. The objective of the work is to keep the existing drains at the optimum efficiency level. Hence the depth of drains to be de-silted must be suitably fixed as guided by the site Engineer.
2. The finished bed level of the unlined drains should be sufficiently deep to collect drain water from the inlets/contributory channels but should not go deeper than the outlet of the drain at the main storm water drain.
3. For lined masonry/ RCC drains, the de-siltation level should reach the bed level of the drain. At no point of time during the contractor's liability period, the silt deposition should be found more than 300 mm over the drain bed.
4. This should be read with the enclosed **drawing no-1**.



**SECTION-7**  
**(SECURITIES AND OTHER FORMS)**  
BID SECURITY (BANK GUARANTEE)

WHEREAS, \_\_\_\_\_ (Name of Bidder) (here in after called "the Bidder" ) has submitted his bid dated \_\_\_\_\_ (date) for the construction of \_\_\_\_\_ (name of contract hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that we \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of Country) having our registered office at \_\_\_\_\_ (herein after called "the Bank") are bound unto (Name of Employer) \_\_\_\_\_ (hereinafter called "the Employer") in the sum of \_\_\_\_\_ \*for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid.
- OR
- 2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity
    - a) fails or refuse to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
    - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
    - c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ \*\* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
 Witness \_\_\_\_\_ Seal \_\_\_\_\_

\_\_\_\_\_  
 Signature, name and address]

\* The bidder should insert the amount of guarantee in words and figures denominated in Indian rupees. This figure should be the same as shown in Clause 16.1of the Instructions to Bidders.

\*\* 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To,

\_\_\_\_\_ [name of The Employer]

\_\_\_\_\_ [address of The 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] (hereinafter 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 of \_\_\_\_\_ (amount of guarantee)\* (Rupees \_\_\_\_\_), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and 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 modification of the terms of the Contract or of the Works to be performed there under or of 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 shall be valid until 28 days from the date of expiry of the Defects Liability period.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**Letter of Acceptance**  
(letter head paper of the Employer)

\_\_\_\_\_ (date)

To:

\_\_\_\_\_ (name and address of the Contractor)  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_  
\_\_\_\_\_ (name of the contract and  
identification number, as a given in the Instructions to Bidders) for the rate \_\_\_\_\_ %  
(\_\_\_\_\_) above/below/as per the estimated amount, as  
corrected and modified in accordance with the Instructions to Bidders' is hereby  
accepted by Guwahati Municipal Corporation.

You are hereby requested to furnish Performance Security in any of the form detailed in  
Para 32.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_ Within 7 days of  
the receipt of this Letter of Acceptance valid up to 28 days from the expiry of defects  
Liability/Contractor's liability/ Maintenance Period i.e. up to \_\_\_\_\_ and sign the  
contract, failing which action as stated in Para 32.3 of ITB will be taken.

Yours faithfully

Authorized signatory

Name & title of signatory

Name of Agency

<sup>1</sup> Delete "corrected and" or "and modified" if any one of these applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

<sup>2</sup> To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".

**Issue of Notice to proceed with the work**  
(Letterhead of the Employer)

\_\_\_\_\_ (date)

To,

\_\_\_\_\_ (name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 34.1 and signing of the contract for the execution of \_\_\_\_\_  
\_\_\_\_\_ at an approved rate of \_\_\_\_  
\_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory  
authorized  
to sign on behalf of The Employer)

## Agreement Form

### Agreement

This agreement made the \_\_\_ day of \_\_\_\_\_ 2016 between \_\_\_\_\_  
 \_\_\_\_\_ (name and address of The Employer) (hereinafter called “the  
 Employer)” and \_\_\_\_\_  
 \_\_\_\_\_ (name and address of Contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that the Contractor execute the work “Cleaning and desilting of few city drains in Guwahati city for the year 2016”, Sl. No. \_\_\_\_\_  
 \_\_\_\_\_ (herein after 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 cost of Rs. \_\_\_\_\_

NOW THIS AGREEMENT WITNESSED 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 constructed 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 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 ready and constructed as part of this Agreement viz:
  - i. Letter of Acceptance
  - ii. Notice to proceed with the works:
  - iii. Contractor’s Bid;
  - iv. Condition of Contract: General and Special

- v. Contract data
- vi. Additional condition
- vii. Technical Specifications
- viii. Drawings
- ix. Bill of quantities/Estimate and
- x. 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 :

Signature of Commissioner, Guwahati Municipal Corporation \_\_\_\_\_  
\_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**DOCUMENTS TO BE FURNISHED BY THE BIDDER: SECTION-8**