

**GUWAHATI SMART CITY DEVELOPMENT AGENCY LIMITED (GSCDAL)  
PANBAZAR, GUWAHATI-1, ASSAM**

**DETAILED TENDER NOTICE & BID DOCUMENTS  
For  
SITE CLEARANCE WORKS AT BORSOLA BEEL**

**NAME OF THE WORK: SITE CLEARANCE WORKS AT BORSOLA BEEL**

**ESTIMATED COST: RS. 25.77 LAKH**

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**GUWAHATI SMART CITY DEVELOPMENT AGENCY**

**SHORT TENDER NOTICE**

**(DRAIN CLEANING WORK)**

**NAME OF THE WORK: SITE CLEARANCE WORKS AT BORSOLA BEEL**

**SCHEDULE FOR BID PROCESS**

**PERIOD OF DOWNLOADING BID DOCUMENTS**

**FROM 19/06/2016 TO 24/06/2016**

**SUBMISSION OF BIDS**

**UP TO 2-00 PM ON 24/06/2016**

**OPENING OF BIDS**

**AT 2-30 PM ON 24/06/2016**

**PLACE OF OPENING OF BID**

**CONFERENCE HALL, GUWAHATI MUNICIPAL CORPORATION, PANBAZAR**

**OFFICER INVITING BID**

**CEO, GUWAHATI SMART CITY DEVELOPMENT AGENCY LIMITED, OFFICE OF THE COMMISSIONER, GUWAHATI MUNICIPAL CORPORATION, PANBAZAR, GUWAHATI-1**

**GUWAHATI SMART CITY DEVELOPMENT AGENCY LIMITED**  
**:: PAN BAZAAR :: GUWAHATI**

No.: - GSCDAL. 01/2016/63

Date: - 19 /06/2016

**INVITATION FOR BIDS (IFB)**  
**SHORT NOTICE INVITING TENDER**

1. The Chief Executive Officer, Guwahati Smart City Development Agency Limited invites fresh separate sealed bids for Site Clearance Work at Borsola Beel under Smart City Mission.
2. Prices quoted should be net inclusive of all taxes, must be in Indian Rupees and shall remain valid for 180 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 **19/06/2016** to **24/06/2016**. 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 180 days from the date of submission of bids. Bid must also accompany a non-refundable bid document fee of Rs 5000.00 (Rupees Five Thousand) only in the form of Demand Draft/Banker's Cheque on any nationalized/schedule bank payable at Guwahati in favour of the Chief Executive Officer, Guwahati Smart City Development Agency Limited. Bids received without non-refundable document fee will be rejected.
5. Bid must be addressed to the Chief Executive Officer, Guwahati Smart City Development Agency Limited and delivered to the tender box placed at the office of the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati -781001 on or before 2.00 PM on 24/06/2016 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 receipt of the bids as specified, the bids will be received and opened on the next day at the same time and venue.
6. Other details can be seen in the detailed bid documents.

Sd/-  
**Chief Executive Officer,**  
**Guwahati Smart City Development Agency**  
**Limited (GSCDAL)**  
**Panbazar, Guwahati**

Memo No.: - GSCDAL. 01/2016/63

-A

Date: - 19/06/2016

Copy to: -

1. The Mayor, GMC for information.
2. Shri. Munish Kumar Garg, Director (Smart Cities -I) MoUD, Govt. of India for information.
3. S.O. to the Chief Secretary, Assam for the kind appraisal of the Chief Secretary.
4. P.S. to the Minister, Guwahati Development Department, Govt of Assam for the kind appraisal of the Hon'ble Minister.
5. Members of the Board of Directors, Guwahati Smart City Development Agency Limited for information.
6. M/s Exclusive Advertising, Guwahati, for publication of the above notice in one issue of two English daily newspapers and one issue of two Assamese daily newspapers with a request for submission of bills to the undersigned for payment.
7. MIS, GMC, for uploading in the GMC portal.

Sd/-  
**Chief Executive Officer,**  
**Guwahati Smart City Development Agency**  
**Limited (GSCDAL)**  
**Panbazar, Guwahati**

**SECTION-I**  
**Instruction to Bidders (ITB)**

**A. General**

**1. Scope of Bid**

- 1.1** The Chief Executive Officer, Guwahati Smart City Development Agency Limited 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** The expenditure on the project will be met from the funds to be provided under Smart City Mission.

**3. Eligible Bidders**

- 3.1** This *Invitation for Bids* is open to all bidders of Class I category registered under Roads wing of APWD/CPWD and NH/Irrigation/Water Recourses Department of Govt. of Assam. Agencies/Firms/Companies involved in similar nature of work are also eligible for this bidding process. However, these agencies/firms/companies must have legal entity.
- 3.2** The final eligibility of the bidders will be determined on the basis of their qualification Information.
- 3.3** Deleted.

**4. Qualification of the Bidder**

- 4.1** All Bidders shall provide in Section 2, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, (including drawings and charts where necessary). The proposed methodology should include programme of Site Clearance of Borsola Beel backed with equipment planning and development duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

***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) 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) Equipment proposed to carry out the Contract;
- (d) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (e) Undertaking that the bidder will be able to invest 60% of contract value of work, for implementation of work.
- (f) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (g) The proposed methodology should include programme for site clearance of Borsola Beel 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.

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 *five years* as referred to in Appendix.**

- (a) Achieved a minimum average annual financial turnover (in all classes of civil engineering contract works only) amount indicated in Appendix in each of the last five years (usually not less than 1½ times the estimated amount of the contract).
- (b) satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated subcontractor, where the subcontract involved in execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix (usually not less than 50% of estimated value of contract);  
or

**B. Each bidder should further demonstrate**

- (a) Availability (either owned or leased) of the following key and critical equipment for this work:

Based on the Studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule I.

***Equipments, if not owned, the contractor shall have to enter into agreement with owners of such equipments. The tie-up agreement in affidavit form notarized accordingly will have to be submitted with the bid.***

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in Clause 4.2 (a) above to facilitate the Employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each

operation for the given production capacity to match the requirements.

- (b) liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix

(25% of the estimated amount of the work for which bid is submitted)

- C. To qualify for a package of contracts made up of this group and other groups for which bids are invited in the IFB**, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Deleted

4.6 Deleted

- 4.7 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/low 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.

**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	
6	Form of bid	II
7	Securities and other forms	
8	Drawings	III
9	Documents to be furnished by bidder	IV

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 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.

**Pre-bid meeting**

9.1.1 Deleted

**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 Volume IV of the bid document (refer clause 8.1) shall be in two separate parts:

**Part I shall be named “Technical Bid” and shall comprise:**

- (i) Bid Security in the form specified in Section 8 and non refundable bid document fee of Rs. 5000.00 (Rupees Five Thousand) only.
- (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 36.1

**Part II shall be named “Financial Bid” and shall comprise:**

- (i) Form of Bid as specified in Section 6

Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.

**12.2** The bidder shall prepare two copies of the bid, marking them ‘Original’ and ‘Copy’ respectively.

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

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	Volume I
1	Instructions to Bidders	
3	Conditions of Contract	
4	Contract Data	
5	Specifications	
6	Drawings	Volume II

**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 and prices 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 180 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 for an amount Rs. 50,000.00 (Rupees fifty thousand) only. 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 nationalized/scheduled Indian bank, in the format given in Volume III.
- d. Fixed Deposit Receipt/Term Deposit Receipt 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 180 days from the date of submission of 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 'Technical Bid' and 'Financial Bid' in separate parts and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

**18.2** The original and copy of the Bid shall be typed or written in indelible ink and each page shall be signed 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.

**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 original and copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked 'Original' and 'Copy' shall contain within it two separate sealed envelopes marked as 'Technical Bid' and 'Financial Bid' with additional markings as follows –

- Original or Copy, as the case may be
- Technical Bid: To be opened on 24/06/2016 (date of Technical Bid opening) in the presence of Evaluation Committee.
- Financial Bid: Not to be opened before opening of the Technical bid.

The contents of Technical and Financial Bids will be as specified in clause 12.1

**19.2** The inner, outer and separate envelopes containing Technical and Financial Bids 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 to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the Evaluation Committee declares as non-responsive pursuant to Clause 23.

**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 (including Technical and Financial) must be submitted by the bidder at the address specified above not later than the date indicated 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. Late Bids**

**21.1** Any Bid received late by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

**22. Modifications and Withdrawal of Bids**

**22.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.

**22.2** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance to Clause 18 & 19, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

**22.3** No bid may be modified after the Deadline for submission of bids except in pursuance of Clause 23.

**22.4** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended to Clause 15.2 may result in the forfeiture of Bid Security pursuant to Clause 16.6.

**E.BID OPENING AND EVALUATION**

**23. Bid Opening**

**23.1** The Employer will open all the Bids received (except those received late), including modification made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in IFB in the manner specified in Clause 20 and 23.3. In the event of specified date of Bid opening being declared a holiday on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue.

- 23.2** Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 23.3** Bid opening shall be carried out in two stages. Firstly, the envelopes containing “Technical Bid” shall be opened. The amount, form, and validity of the Bid security furnished with each 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 5 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.
- “Financial Bids” of those bidders whose technical bids have been determined to be responsive and on evaluation fulfills the qualification criteria shall be opened on a subsequent date, which will be notified to such bidders.
- 23.4** The minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.1, shall be prepared.
- 23.5** After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 12, thereafter on fulfilling the criteria laid down in 26.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 23.6** The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.
- 23.7** If, as a consequence of the modification carried out by the bidder, in response to sub-clause 22.2, the bidders desire to modify their financial bid; they will submit the modification in separate sealed envelope so as to reach the Employer’s address (refer sub-clause 19.2) before the opening of the Financial bid as intimated in the clarification letter (refer sub-clause 23.4). The envelope shall have clear marking “MODIFICATION TO FINANCIAL BID-Not to be opened except with the approval of the Evaluation Committee”
- 23.8** At the time of opening of “Financial Bid”, the name of the bidders will be announced. The bids of only qualified bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders Names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such others details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price or discounts, which is not read out recorded will not be taken into account in Bid Evaluation.
- 23.9** Deleted
- 23.10** 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 Financial Bids**

- 25.1** To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion asks any Bidder for clarification of his bid, including breakdowns of unit rates. 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 "*Technical 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 the detailed evaluation of the "*Financial 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 "Financial 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 'Financial Bid' is not substantially responsive, it will be rejected by the Employer, and shall not subsequently be made responsive by correction or withdrawal of non- conforming deviation or reservation.

## **27. Correction of Errors**

- 27.1** "Financial Bids", determined to be substantially responsive will be checked by the Employer as follows:
- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
  - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2** The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
- a) If the Bid prices increases as a result of this correction, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

- b) If the Bid price decreases as a result of this correction, the decreased amount as stated in the bid will be the 'bid price'.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6(b).

**28. Deleted**

**29. Evaluation and Comparison of Financial Bids**

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2

29.2 In evaluating the Bids the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid price as follows:

- a) Basis for evaluation of financial bids will be the latest APWD Schedule of rates current in the state.
- b) Making any correction for errors pursuant to Clause 27; or
- c) Making an appropriate adjustments for any other acceptable variations, deviations; and
- d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.
- e) Rounding the Bid Price to the nearest rupee.

29.3 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.

29.4 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.

29.5 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.

29.6 A bid containing several items in the Bill of Quantities, which are unrealistically priced low/high, and which cannot be substantiated satisfactorily by the bidder, shall be rejected as non-responsive.

**30. Deleted**

**F. Award of Contract**

### **31. Award Criteria**

**31.1** Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bids has been determined

- i. To be substantially responsive to the Bidding documents both in technical & financial aspects of the bid.
- ii. To be within the available Bid capacity adjusted to account for his quoted bid price.
- iii. The work shall be awarded at the lowest responsive bid price.
- iv. The Employer is not in a compulsion to award the work to the lowest bidder.

**31.2** Deleted

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

**32.1** 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.

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

**33.1** The Bidders whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Condition of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**33.2** 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.

**33.3** The Agreement will incorporate all arrangements between the Employer and the successful Bidder. Within 10 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.

**33.4** 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.

**33.5** However even after the release of the bid security as mentioned above, the list of the bidders achieving second, third and fourth position will be reserved as a standing panel for the whole contract period. In case any of the successful contractors is terminated for breach of contract, the 2<sup>nd</sup> lowest bidders will be offered the work. If the same bidder does not accept the offer, it will be offered to the next bidder and the process will be continued till the whole reserved panel is exhausted. If none of the bidders of the list accepts the offer, the authority will decide whether the work will be done departmentally or be retendered.

**33.6** In case of the above procedure, the concerned bidder, willing to accept the offer will have to deposit the required performance procedure as per norms.

### **34. Performance Security**

34.1 Within 10 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 29.5 of ITB and Clause 52 of Conditions of Contract.

- A bank guarantee in the form given in section 8; or
- Fixed Deposit Receipt/Term 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 Chief Executive Officer, Guwahati Smart City Development Agency Limited, Panbazaar, Guwahati-1.

34.2 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** and acceptable to the Employer.

34.3 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.

### **35 Advance Payment and Security**

35.1 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.

### **36. Dispute Review Committee**

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

### **37. Corrupt or Fraudulent Practices**

37.1 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.

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

<b>APPENDIX TO ITB</b>			
<b>SL</b>	<b>Particulars</b>	<b>Standards Set</b>	<b>Ref Clause</b>
1	Name of the Employer	The Chief Executive Officer, Guwahati Smart City Development Agency Limited, Office of the Commissioner, GMC, Panbazaar, Guwahati-1.	Cl 1.1
2	Annual Financial Turn over in the last Five Years		Cl. 4.4(a)
	2011-2012		
	2012-2013		
	2013-2014		
3	Minimum Average Annual financial Turn over	Not less than 1½ times the estimated amount of the work for which bid is submitted	Cl. 4.4(a)
4	Billed value of a similar nature of work completed as a prime contractor during the last five years	To be calculated as per clause mentioned	Cl. 4.4(b)
5	Liquid Asset and/or availability of credit facilities	25% of the estimated amount of the work for which bid is submitted	Cl. 4.4B(b)
6	Price level of financial year	To be calculated as per clause mentioned	Cl. 4.6
7	Date of bid opening	At 2:30 pm on 24/06/2016	
8	Address of the Employer	The Chief Executive Officer, Guwahati Smart City Development Agency Limited, Office of the Commissioner, GMC, Panbazaar, Guwahati-1.	
9	Identification		
	Site Clearance of Borsola Beel under Smart City Mission		
	Bid Reference No.		
	Do not open before 2:30 pm 24/06/2016		
10	Last date of submission of bid	02-00 PM on 24/06/2016	Cl. 20.1(a)
11	Place of bid opening	Conference Hall, Office of the Guwahati Municipal Corporation, Panbazar, Guwahati-1	Cl.23.1
12	Bank draft in favour of	The Chief Executive Officer, Guwahati Smart City Development Agency Limited	Cl. 34.1
13	Dispute Review Committee	To be notified on due course	Cl.36.1
	Escalation Factor (for the cost of work executed and financial figure to a common base value for works completed)	NA	
	Year before	Multiplying Factor	
	One	1.1	
	Two	1.21	
	Three	1.33	
	Four	1.46	
	Five	1.61	

**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 Bid  
***[Attach]***

1.2 Total value of Civil Engineering construction  
work performed in the last five years

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

1.3.1 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.*

# 1.3.2 Quantities of work executed 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 and style) in the last three years.

Year	Name of the work	Name of the Employer*	Remarks (indicate contract Ref)
2013-2014			
2014-2015			
2015-2016			

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contact No.	Name and Address of Employer	Value of contract (Rs. Cr.)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Cr.)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

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

@ The item of work for which data is required should tally with that specified in ITB Clause 4.5A(C).

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

# Delete, if prequalification has been carried out.

(B) Works for which bids already submitted

Description of Work	Place & State	Name and Address of The Employer	Estimated value of works (Rs. in Crore)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.5 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

	No.	Capacity	Owned/leased/ to be	Nos. /capacity	Age/condition	whom to be purchased)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.6 Deleted.

1.7 Deleted.

\*1.8 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9 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.

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

**1.11** 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

1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders – Not relevant in this bid.

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3(1)].

1.14 Programme.

1.15 Quality Assurance Programme.

## **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/ULB 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 up to 60% 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 and
  - (8) 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 affect 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.
- 26. Deleted.
- 26.1. Deleted.

**B. TIME CONTROL**

**27. Programme**

- 27.1. 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 long with monthly cash flow forecast.
- 27.2. 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.
- 27.3. 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.
- 27.4. 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.

**28. Extension of the Intended Completion Date**

Deleted

**29. Deleted**

**30. Delays Ordered by the Engineer**

30.1. Deleted

**31. Management Meetings**

- 31.1. 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.

- 31.2. 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.

**32. Early Warning**

- 32.1. 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.
- 32.2. 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**

**33. Identifying Defects/deficiencies**

- 33.1. 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.

**34. Tests and inspections**

- 34.1. 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.

**35. Correction of Defects/deficiencies**

- 35.1. 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.
- 35.2. 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.

**36. Uncorrected Defects/deficiencies**

- 36.1. 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**

### **37. Bill of Quantities**

- 37.1. The Bill of Quantities shall contain items for the site clearance works at Borsola Beel to be done by the Contractor.
- 37.2. 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.

### **38. Changes in the Quantities**

Deleted

### **39. Variations**

Deleted

### **40. Payments for Variations**

- 40.1. Deleted.
- 40.2. Deleted.
- 40.3. Deleted
- 40.4. Deleted
- 40.5. The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

### **41. Cash Flow Forecasts**

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

### **42. Payment Certificates**

- 42.1. 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 Smart City Development Agency Limited should be duly certified by the Engineer before forwarding for payments.
- 42.2. Deleted
- 42.3. The value of work executed shall be determined by the Engineer.
- 42.4. Deleted
- 42.5. Deleted.
- 42.6. Deleted.

### **43. Payments**

- 43.1. 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.

- 43.2. Deleted.
- 43.3. 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.

**44. Compensation Events**

- 44.1. 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.
- 44.2. 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.
- 44.3. Deleted
- 44.4. 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.

**45. Tax**

- 45.1. 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.

**46. Currencies**

- 46.1. All payment shall be made in Indian Rupees.

**47. Price Adjustment**

- 47.1 Deleted
- 47.2 The rates and prices included in the contract shall be deemed to include amounts to cover the contingency of all rises or fall in costs.

**48. Retention**

- 48.1 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.

48.2 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.

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

**49. Liquidated Damages**

49.1 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.

49.2 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.

49.3 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.

49.4 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.

**50. Deleted.**

**51. Advance Payment**

51.1 Deleted

51.2 Deleted

51.3 Deleted

51.4 Deleted

**52. Securities**

52.1 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.

**53. Deleted**

**54. Cost of Repairs**

54.1 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**

**55. Completion**

55.1 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.

**56. Taking Over**

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

**57. Final Account**

57.1 The final Account will be as per the recorded final measurements of the works executed and dully certified by the Engineer.

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

58.1 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.

58.2 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.

**59. Termination**

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 15 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 15 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 safety & 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."

- 59.3 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.
- 59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 59.5 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.

## **60. Payment upon Termination**

- 60.1 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.
- 60.2 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.

## **61. Property**

61.1 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.

## **62. Release from Performance**

62.1 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. GENERAL**

**1.1.** In case of an irreconcilable conflict between general conditions of contract, Special conditions of contract, scope of work, specifications, drawings, schedule of rates, prevail to the extent of such irreconcilable conflict in order of precedence

- i. Detailed Letter of Award.
- ii. Fax/Letter of intent
- iii. Special conditions of contract.
- iv. Scope of Work
- v. Job/Particular Specifications
- vi. Drawings
- vii. Technical /Material Specifications
- viii. General conditions of contract
- ix. Indian Standards
- x. Other applicable standards
- xi. Assam Public Works Department (APWD) Specifications

**1.2** It will be Bidder's responsibility to bring to the notice of the Employer any irreconcilable conflict in various parts of contract documents before starting the work(s), of making supply with reference to which the conflict exists.

**1.3** In absence of any specifications for any materials, design or work(s), the same shall be performed/supplied/executed in accordance with the instructions/directions of the engineer-in-charge, which will be binding on the contractor.

### **2. SITE INFORMATION**

**2.1** The Project site is situated at Guwahati, Assam.

**2.2** The intending Bidder shall be deemed to have visited the site and familiarized themselves with site conditions before submitting their tenders at their own cost and responsibility.

### **3. SCOPE OF WORK**

- 3.1** The scope of work shall include inter-alia, the carrying out of any/all works, and providing any and all facilities, as required, for completing all the works as per terms and conditions of contract documents.
- 3.2** No materials shall be supplied by the Department. Bidder will have to procure all materials, Labour, T&P and any other arrangements for proper execution of the work and to be of the best quality and workmanship in all respect as per relevant IS code of practices and APWD general specification.

### **4. CEMENT**

- 4.1** The Contractor will have to submit their design mix for different grades of concrete, keeping in view the requirements stipulated in specific gravity of materials brought to site as analyzed in the laboratories. The design shall be based upon absolute volume method and theoretical consumption of cement shall be worked on this basis. For other than concrete items, the coefficient for consumption of cement shall be adopted as per APWD practice and relevant IS codes. Cement required for the work shall be procured by the Contractor only from manufacturer or their authorized dealer directly to ensure quality to their product. Cement of brand conforming to BIS specification can only be used.
- 4.2** The Contractor shall maintain a goods store for storing cement. The flooring of the storage house, the clearance of cement bags from the sidewalls etc shall be as instructed by the Engineer-In-charge or his authorized representatives.
- 4.3** The cement store shall be open for supervision and verification by the Engineer-in-charge or his authorized representatives at any time when he feels the need to do so along with the Contractor's representatives.

### **5. ADDITIONAL CLAUSE**

The following provision should also be the Criteria of the execution of the work:

- 5.1.** TATA/SAIL/SAI makes reinforcement.
- 5.2** Steel Grade Fe 500 N/mm<sup>2</sup> (Super ductile).
- 5.3** No brick bats (broken bricks) should be used in floor soling.
- 5.4** The defaulting contractor shall be debarred from participating in future bids.
- 5.5** Contractor must have site camp with site laboratory facilities for quality control.
- 5.6** If the bidder make mistake in filling and submitting the bidding documents the bid will be considered as non responsive.

### **6. REINFORCEMENT BARS**

- 6.1** Reinforcement bars to be used should be in conformity with relevant IS Code of practice. Steel reinforcement required for the work shall be procured from manufacturer or their authorized dealer directly to ensure proper quality of steel. Steel manufactured by SAIL/TATA/SAI can only be used. Ribbed Tor steels and TMT steel bars are to be used in case of building construction.

### **7. TIME SCHEDULE**

**7.1** Time is the essence of the Contract. The work shall be executed strictly as per the Time- Schedule attached separately in the Tender document.

## **8. PROJECT SCHEDULING AND MONITORING**

**8.1** The following Schedules/documents/reports shall be prepared and submitted by the Contractor for review/approval at various stages of the Contract.

### **9. ALONG WITH TENDER**

a) Time Schedule

The Bidder is required to submit a Project Time Schedule as stated in Clause along with the Tender. The Schedule shall cover all aspects like Planning, Designing, Execution, Sub-Ordering and Delivery, Sub-Contracting and within completion time indicated in the Tender Document. The Department interface activities shall be clearly identified with their latest required dates. Department reserves the right to disqualify the Tender if the above Schedule submitted by the Tenderer is not in line with the overall Project requirements.

b) Scheduling and Monitoring System

The Bidder should describe their system of Project Scheduling and Monitoring, the extent of Computerization Level of Detailing, Track Methodology etc with the name of Computer Packages and sample outputs.

### **10. AFTER THE AWARD OF CONTRACT**

a) Overall Project Schedule

The Contractor shall submit within 7 days of Letter of Intent, a sufficiently detailed overall Project Schedule (in Microsoft Project) indicating the interrelationship/interdependence between various events and tasks.

The Project Schedule will be reviewed and approved by the Engineer and the comments if any shall be incorporated in the network before issuing the same for implementation. The Project Schedule thus finalized shall form part of the Contract Document and the same shall not be revised without prior permission from the Department during the entire period of the contract.

b) The Contractor shall also submit one quality assurance plan and work programme-showing completion of the work in Microsoft (MS) Project with events and Tasks.

c) Progress Measurement Methodology

The Contractor is required to submit within two weeks of award of work, the methodology of progress measurement of planning, designing, execution, sub-ordering and delivery, sub-contracting, and commissioning of works and the basis of computation of overall services/physical progress informed. The Employer reserves the right to modify the methodology in part or in full.

d) The Bidder should prepare detailed functional schedule in line with network for functional monitoring and control and submit scheduled progress curves for each function viz., Planning, Designing, Execution, Ordering, Delivery and Commissioning.

### **11. PROJECT REVIEW MEETINGS**

The Bidder shall present the programme and status at various review meetings as required.

**A. Monthly Review Meeting:**

Level of Participation: Senior officer, GSCDAL, Panbazaar and Contractor or his authorized representatives.

**Agenda:**

- a) Progress status/statistics.
- b) Completion Outlook.
- c) Major Hold Ups/Slippages.
- d) Assistance Required.
- e) Critical Issues.
- f) Employer's Query/Approval.
- g) Progress Updating.

**11.1 PROGRESS REPORTS**

This report shall be submitted on a weekly basis, covering overall scenario of the work. The report shall include but not be limited, to the following:

- a) Brief Introduction of the Work.
- b) Activities Executed/Achievements during the month.
- c) Schedule v/s actual cumulative percentage progress and progress curves for sub- contracting and overall and quantum wise status of purchase orders against schedule.
- d) Areas of Concern/Problem/Hold Ups, Impact and action plans.
- e) Resources deployment status.
- f) Annexure giving summary for materials requirements and deliveries, sub-contracting and construction.

**12. PRICE SCHEDULE WITH PRICE BID.**

**12.1** The rates of price bid shall be read in conjunction of special conditions of contract, General Conditions of contract, Scope of Work, Scope of Supply, Technical Specifications, Drawings and any other document forming a part of this contract.

**12.2** All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, cleaning the site etc. shall be deemed to be included in the rates quoted and no separate payment on account of such expenses shall be entertained.

**13. PRICE ESCALATION/ADJUSTMENT**

The rates and price quoted by the contractor shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account unless specifically stated in relevant tender clause.

**14. MEASUREMENT OF WORK**

In addition to the provisions of Clause of the General Conditions of Contract and associated provisions thereof the following provisions shall applicable:

- 14.1** Payment will be made on the basis of joint measurements, taken by contractor and certified by Engineer-In-Charge. Measurement shall be based on the basis of approved drawings for construction to the extent that the work conforms to the drawings and details are adequate.
- 14.2** Wherever work is executed based on instruction of Engineer-In-Charge or details are not adequate in the drawings, physical measurement shall be taken by the contractor in the presence of authorized representatives or Engineer-In-Charge.
- 14.3** Measurement of weight shall be in Metric Tonne, correct to the nearest kilogram, linear measurements shall be in metres, correct to the nearest centimetre.
- 14.4** Measurements shall be taken over finished surface in all cases.

**15. TERMS OF PAYMENT**

All interim payments to the contractor will be made by the Employer on the basis of price bid Rates of Items as the case may be. The Employer reserves the rights to alter the percentage breakup for price Bid items rate submitted by the contractor where found reasonable and necessary, which shall be binding on contractor.

**16. INCOME TAX**

Income tax at the prevailing rate as applicable from time to time shall be deducted from the Contractor's Bills as per Income tax Act, and quoted rates shall be deemed to include the same.

**17. TAXES, DUTIES AND OTHER LEVIES**

Without prejudice to stipulations in general conditions of contract, the Bidder should quote prices inclusive of all taxes, duties, sales tax including VAT on works contract and other levies.

**18. 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.

**19. 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.

## **20. 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 up to 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 up to 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.

## 21. **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 Guwahati, 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.

## **22. JURISDICTION**

**22.1** In the event of court cases, Jurisdiction for Settlement of any Disputes concerning this agreement shall be at the courts situated in Guwahati.

## **23. STATUTORY APPROVALS**

The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's Responsibility unless otherwise specified in the tender document.

The application of behalf of the Department for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the contractor well ahead of time so that the actual construction/ commissioning of the works is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the contractor and necessary coordination of liaison work in this respect shall be the responsibility of the contractor. However, statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at the actual by the department, to the contractor on production of the documentary evidence. If any fee is to be paid to ASEB or GMDA for any permission, then the payment will be made by the firm and the same will be reimbursed by the department.

Any Changes/addition required to be made to meet the requirements of the statutory authorities shall be carried by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

#### **24. STANDARDS**

Materials shall be supplied in brand new conditions and work shall be carried out in conformity with specifications herein and Indian Standard Codes

The work shall also conform to the regulations laid down by the local authorities.

Approval of statutory authorities for layout and other requirements must be obtained by the contractor before commencement of work

#### **25. WATER AND POWER**

Arrangement of water and electric power required by the contractor for the works shall be made by him at own cost. Department will however recommend to the State Electricity board for giving the connection and power to the contractor. However the Department will bear no responsibility in this respect.

#### **26. LAND FOR RESIDENTIAL ACCOMODATION**

Contractor makes his own arrangement for the engagement of labour at site so far as the contract otherwise provide in respect of housing, feeding and payment thereof.

#### **27. RECRUITMENT OF PERSONNEL**

The Contractor shall not recruit any personnel of any category from those who are already employed by other agencies working within the state.

#### **28. UTILISATION OF LOCAL RESOURCES**

The Contractor shall maximize the employment of local labour, skilled and/or unskilled, to the extent available. In case of any part or parts of the work is/are sub-contracted, the contractor shall ascertain availability of and endeavor to employ the local sub-contractors.

The Contractor shall, however, be responsible for maintain quality of works and adherence to time schedule as per the requirements specified in the agreement.

#### **29. COORDINATION WITH OTHER AGENCIES**

The work shall be carried out in such a manner that the work of other agencies working out at the site is not hampered due to any action of the contractor. The Contractor will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the contractor and any other agency employed at or about then job site arising out of or related the performance of work, the decision of Engineer-In-Charge shall be final and binding on the Contractor.

#### **30. URGENCY OF WORK**

The work being of very urgent nature it shall be carried out with all efforts by the contractor to complete it in all respects within the stipulated time of completion. The progress of the work as shown in work programme shall be continued, by the contractor even if any dispute arises between the contractor and the department on any matter connected with the work and contractor approaches legal authority for settlement of the dispute, on being not satisfied with

the decision of the Deptt. On the matter of dispute the continuation of progress of the work should not be hampered in any case by both parties and order given by legal authority on matter of dispute shall be binding on the parties.

**31. REPORT OF ACCIDENTS**

The Contractor shall forthwith report of the occurrence of any accident at or about the site or in connection with the execution of the work, report in details such an accident to the Engineer-In-Charge and competent authority wherever such a report is required by law.

**32. 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.

**33. 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**

<b>SECTION-4 (CONTRACT DATA)</b>			
SL	PARTICULARS	Details	Clause No
1	The Employer is	Chief Executive Officer, Guwahati Smart City Development Agency Limited Panbazar, Guwahati-1, Assam	
2	The Engineer is	Engineer, GSCDAL	
	Authorized representative	Senior officer, GSCDAL	
3	Site Engineer	Assistant/Junior Engineer of the concerned site	
4	Dispute Review Committee	Will be decided later	
	Chairman		
	Co- Chairman		
	Member		
	Member		
	Member		
	Contractor's representative		
5	The Defect Liability Period/Contractor's Liability period	Up to the 31st October' 2017	
6	The Starting Date	Within 7(seven) days from the date of final work order	
7	<b>Target mile stones for important activities</b>		
Milestones No	<b>2014-15</b>		
A	Submission of detailed programme along with initial records and photograph	5 days from the date of signing of the contract agreement.	
B	Completion of the 1 <sup>st</sup> phase (Clearing & Grubbing)	One month from the date of signing of the agreement	
C	Completion of the Earthwork	Two Months from the date of signing of the agreement.	
8	Location of the site	Borsola Beel, Guwahati	
9	Name & Identification of the Work	Site Clearance of Borsola Beel under Smart City Mission	
10	The Work:	The work consists of clearing and grubbing and earthwork in general with auxiliary works inter alia includes the following as specified or as directed.	
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 5 (five) days 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 frequency of program up date	weekly	
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.	
		(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	Delay in submission of programme	₹ 10,000.00
		Delay in completion of 1 <sup>st</sup> phase	0.05% of contract amount per day till completion of the 1 <sup>st</sup> Phase or reaching 10% of the Contract Price whichever is earlier.
19	Maximum limit of liquidated damages for delay in completion of work	10 (Ten) percent of initial Contract price rounded off to nearest thousand.	
20	Termination and re-allotment	In case, the amount of liquidated damage	

		exceeds 10% of the bid price, contract will be immediately terminated and allotted to the next bidder qualified through the bidding process as mentioned in clause-33.5
20	The Advance Payment	No payment in any form of advance will be made
21	On Account Payment	Payments will be made at the end of every year of the contract subject to the availability of funds. However on satisfactory progress of the work, payment to the contractors will be made on quarterly basis as per measured bill in the form of on account payment (Running Bills).
22	Securities	Securities shall be for the following minimum amounts equivalent as a percentage of the contract price:
		Performance Security for 2 (Two) percent of contract price.
23	Progress Report and As progressed Drawing	Progress Report must be submitted every week.
24	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
25	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 clearing of site at Borsola Beel. The Scope may include removal of vegetation, garbage, grass etc existing at site.

**SECTION-6**  
**FORM OF BID**

Name of the Work:

BID to package No:

To

The Chief Executive Officer,  
Guwahati Smart City Development Agency Limited,  
Panbazar, Guwahati

We offer to execute the works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of Rs ( ) only

We undertake, if our Bid is accepted, to commence the Works as soon as reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised in the Contract within the time stated in the document.

We agree to abide by this Bid for 180 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We accept the appointment of Dispute Review Board for handling any dispute that may unfortunately surface during the course of the contract and assure that we will fully co-operate with the said board for amicable solution of the problem.

Dated this        day of        20

Signature

In the capacity of        duly authorized to sign bids

For and on behalf of        (in block capitals or typed)

Address

Witness

Address

Occupation

**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 Smart City Development Agency Limited.

You are hereby requested to furnish Performance Security in any of the form detailed in  
Para 34.1 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 34.3 of ITB will be taken.

Yours faithfully

Authorized signatory

Name & title of signatory

Name of Agency

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<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 \_\_\_\_\_ 20\_\_\_\_ 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 ‘**(Name of Work)**,  
package 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 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 CEO, GSCDAL \_\_\_\_\_  
\_\_\_\_\_

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

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

**DOCUMENTS COMPRISING THE BID**

The Bid to be submitted by the Bidders as Volume-IV of the BID DOCUMENTS refers Clause 8.1 shall be in 2 (Two) parts comprising the followings:

PART-I shall be named as "TECHNICAL BID" and shall complete:

- i. Bid Security in form specified in SECTION-7
- ii. Qualification information and supporting documents as specified in SECTION-2.
- iii. Certificates, Undertakings, Affidavit as specified in SECTION-2.
- iv. Undertakings that the Bid shall remain valid for the period specified in Clause 15.1 of ITB
- v. Undertakings that the Bidder will be able to invest 60% of contract value of work, for implementation of work.

PART-II shall be named "FINANCIAL BID" and shall comprise.

- i. Form of Bid as specified in SECTION-6

Each Part will be separately sealed and marked in accordance with the sealing and marking Clause 19 and signed at every page by the **Bidder or by the Power of Attorney holder**.

**COST ESTIMATE FOR CLEANING AND GRUBBING AT BORSOLA BEEL.**

S L N O	REFERE NCE	DESCRIPT ION	UNIT	N O	L	B	H	QUANTI TY	RAT E	AMOUN T(In Rs.)
					(m)	(m)	(m)			
1	Rate Analysis	Clearing and grubbing water hyacinth including uprooting rank vegetation , grass, bushes, shrubs, saplings , removal of stumps and disposal of uncervicia ble materials to be used or auctioned up to lead of 13000 meteres disposal at Lokhora including removal and disposal of top organic soil .  (i) By Mechanic	hecta re							

		al means (A) In area of light jungle							
		1) Borosola Beel Area		1	120 0	60		7.20	
		2) STP side open area		1	400	55		2.20	
		2) Existing fish market		1	307	19. 55		0.60	
							Tot al-	10.00	

2	APWD BLDG SOR 2013- 14,Item 1.1(A)(a), P-23	Earthwork in excavatio n for foundation trenches of walls, retaining walls, footings of column, steps, septic tank etc. including refilling (return filling) the quantity as necessary after completi on of work, breaking clods in return filling, dressing, watering and ramming etc. and removal of surplus earth with all lead and lifts as directed and specified in the following classificati on of soils including bailing out water where	cu m	1	370	20	2	14800. 00		
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		necessary as directed and specified. (A) Upto a depth of 2.00 m below the existing G.L. (a) In ordinary soil							
								<b>Total cost of (In Rs.):-</b>	