



GUWAHATI MUNICIPAL CORPORATION

NAME OF WORK: - CONSTRUCTION OF BOUNDARY WALL ALONG WITH TWO NOS OF CATTLE TRAP BRIDGE AND TWO NOS OF IRON GATE AT THE ENTRANCE OF CITY CENTRE AT RUPNAGAR.

Vol. I: BIDDING DOCUMENT

**OFFICE OF THE COMMISSIONER GMC
PANBAZAR, GUWAHATI-1.**

**OFFICE OF THE COMMISSIONER: GMC,
PANBAZAAR, GUWAHATI-1.**

LOCAL COMPETITIVE BIDDING

**NAME OF THE WORK : CONSTRUCTION OF BOUNDARY WALL
ALONG WITH TWO NOS OF CATTLE TRAP
BRIDGE AND TWO NOS OF IRON GATE AT
THE ENTRANCE OF CITY CENTRE AT
RUPNAGAR.**

**PERIOD OF DOWNLOADING : FROM 13/02/2016 TO 16/02/2016
BID DOCUMENTS**

**TIME AND DATE OF PRE-BID : 1430 HOURS ON 18/02/2016
CONFERENCE**

**DATE AND TIME FOR RECEIPT OF : 20/02/2016 UP TO 1400 HOURS
BIDS**

**TIME AND DATE OF OPENING OF : 20/02/2016 AT 1430 HOURS
BIDS**

**PLACE OF OPENING OF BIDS : OFFICE OF THE COMMISSIONER, GMC,
PANBAZAAR, GUWAHATI-1**

**OFFICER INVITING BIDS : COMMISSIONER, GMC,
PANBAZAAR, GUWAHATI-1**



GUWAHATI MUNICIPAL CORPORATION :: CHIEF ENGINEER BRANCH :: GUWAHATI

No.: GER/CE/1044/16/01

Date: 10/02/2016

INVITATION FOR BIDS
LOCAL COMPETITIVE BIDDING

The Commissioner, Guwahati Municipal Corporation, Guwahati invites bids for the work, "Construction of Boundary Wall along with two nos of Cattle Trap Bridge and two nos of Iron gate at the entrance of City Centre at Rupnagar", from registered Class I APWD Buildings Contractors and will be received up to 2.00 PM of 20/02/2016. Details may be downloaded from the official website of GMC, www.gmcportal.in, with effect from 13/02/2016 to 16/02/2016. A Pre Bid Meeting will be held on 18/02/2016 at 2.30 PM in the office of the Commissioner, GMC (Chief Engineer Branch), to clarify issues and answer questions, if any.

**Commissioner,
Guwahati Municipal Corporation
Guwahati**

Memo No.: GER/CE/1044/16/01-A

Date: 10/02/2016

Copy to: -

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

**Commissioner,
Guwahati Municipal Corporation
Guwahati**



GUWAHATI MUNICIPAL CORPORATION :: CHIEF ENGINEER BRANCH :: GUWAHATI

No.: GER/CE/1044/16/02

Date: 10/02/2016

DETAILED INVITATION FOR BIDS (IFB)
LOCAL COMPETITIVE BIDDING

1. The Commissioner, Guwahati Municipal Corporation, Guwahati invites bids from registered Class I APWD Buildings Contractors for the work as detailed below.
2. Prices quoted should be net inclusive of all taxes, must be in Indian Rupees and shall remain valid for (One Hundred & Eighty) days from the closing date of bid.
3. Details may be downloaded from the official website of GMC, www.gmcportal.in, with effect from **13/02/2016 to 16/02/2016**. Hard copies of the Bid Document will not be available for sale.
4. Bid must be accompanied by a security of the amount as specified in the Bid Document payable at Guwahati and drawn in favour of the Employer. Bid security will have to be in any of the form as specified in the bidding document and shall have to be valid for at least 45 days beyond the validity of bids. Bid must also accompany a non-refundable bid document fee as specified in the bidding documents in the form of Demand Draft/Banker's Cheque on any nationalized/schedule bank payable at Guwahati in favour of the Commissioner, Guwahati Municipal Corporation. Bids received without non-refundable document fee will be rejected.
5. Bid must be delivered to the tender box of the office of the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati-781001 on or before 2.00 PM on **20/02/2016** and will be opened on the same date 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 working day at the same time and venue.
6. A prebid meeting will be held on **18/02/2016** at 1430 hours in the office of the Commissioner, Guwahati Municipal Corporation, Guwahati, (Chief Engineer Branch), to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9 of 'Instructions to Bidders' of the bidding document.
7. Contractors and their associates/associate firms, already having three works under GMC, which are yet to be completed, are not eligible for this bidding process. Any Contractor whose work under GMC has been rescinded due to any reason or having litigation with GMC is also not eligible for this bidding process.
8. Other details can be seen in the detailed bid document.

Sl. No.	Name of the Work	Amount (Rs. In Lakh)	Bid Security (In Lakh)		Cost of Bid Documents (Rs)	Period of completion
			For General	For SC/ST/OBC/UEE		
1	2	3	4		5	6
1	Construction of Boundary Wall along with two nos of Cattle Trap Bridge and two nos of Iron gate at the entrance of City Centre at Rupnagar.	89.29	1.79	0.89	4000.00	3 months


 Commissioner,
 Guwahati Municipal Corporation
 Panbazar, Guwahati

Memo No.: GER/CE/1044/16/02 –A

Date: 10/02/2016

Copy to: -

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



Commissioner,
Guwahati Municipal Corporation
Panbazar, Guwahati

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SECTION: 1
INSTRUCTION TO BIDDERS
(ITB)

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A. GENERAL

1. Scope of Bid

- 1.1** The Commissioner, GMC, Panbazaar, Guwahati-1 (referred to as the Employer in these documents) invites bids for the construction of works (as defined in these documents and referred to as “the work”) detailed 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 this bidding document, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/Tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

Deleted

3. Eligible Bidders

- 3.1** This *Invitation for Bids* is open to all bidders of Class I category registered under ***Buildings wing of APWD*** as mentioned in IFB. Copy of up to date registration certificate to be enclosed.
- 3.2** All bidders shall provide in Section 2, Forms of Bid and qualification information, a statement (unless otherwise specified) that the Bidder is neither associated, nor has been associated directly or indirectly with the Consultant or any other entity that has prepared the design, specifications and other documents for the project or propose the Consultancy as Project Manager for the Contract. A firm that has been engaged by the Commissioner, GMC, Panbazaar, Guwahati-1 to provide consultancy services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.

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 construction 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.
- 4.2 Deleted.**
- 4.3** All bidders shall include the following information and documents with their bids in Section 2.
- i. 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;
 - ii. Copy of up to date Trade License issued by Guwahati Municipal Corporation.

- iii. Proof of registration with APWD with copy of photo ID proof (photocopy of driving license/PAN Card/bank passbook with photograph etc.) Registration must be up to date.
- iv. Total monetary value of civil construction work performed during each of the last three years for works up to Rs 50.00 Lakhs/five years for works above 50.00 Lakhs (*To be certified by a Chartered Accountant*); (*Not mandatory for works up to Rs 10 Lakhs*)
- v. Experience in works of a similar nature and size for each of the last three/five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts; (*Not mandatory for works up to Rs 10 Lakhs*)
- vi. Major items of construction equipment proposed to carry out the contract;
- vii. Qualifications and experience of key site management and technical personnel proposed for contract;
- viii. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years for works up to Rs 50.00 Lakhs/five years for works above 50.00 Lakhs; (*Not mandatory for works up to Rs 10 Lakh*).
- ix. Evidence of access to line(s) of credit and availability of other financial Resources facilities (25% of Contract value), certified by the Bankers (*Not more than 3 months old*) ;
- x. Undertaking that the bidder will be able to invest a minimum cash of 25% of contract value of work, during implementation of the work;
- xi. Authority to seek references from the Bidder's Bankers;
- xii. Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- xiii. Proposals for sub Contracting components of the Works amounting to more than 10% of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- xiv. ***Lack of any information cited above shall disqualify a bidder and no claims, whatsoever, shall be entertained from the bidder by the Employer.***

4.4 Bids from Joint ventures are not acceptable.

4.5 A) To qualify for award of the contract, each bidder in its name should have on the last five years as referred to in Appendix.

- a) Achieved, in at least two financial years, a minimum annual financial turnover (in all classes of civil engineering construction works only) of 1½ times the estimated package value; this clause will not apply to works up to Rs 10.00 Lakhs.

- b) The bidder must be a profit making one for the last five years.
- c) Satisfactorily completed (not less than 50% of contract value), as a prime contractor, (or as subcontractor duly certified by the employer) at least **one similar work** of value not less than 80% of the estimated package value; (Not applicable for works of value up to Rs 10.00 Lakhs)
- d) Deleted.
- e) Deleted.

B. Each Bidder should 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 is shown in the Appendix-II.

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 4.3 (i) 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) Availability for this work of personnel with adequate experience as required; as per Appendix-III
- c) Liquid assets and/credit facilities of not less than amount indicated in Appendix-I.

(Credit lines/letter of credit/certificate from Banks for meeting the funds requirement etc.)

C. To qualify for the package of contracts made up of this contract for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficiently to meet the qualifying criteria for the contracts.

4.6 Sub Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5 (A) above.

4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid Capacity} = (A \times N \times 2 - B)$$

Where

A= Maximum value of Civil Engineering works executed in any one year during the last five years (updated to the price level of the year indicated in Appendix I) taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of the works for which bids are invited.

B= Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the period of completion of the works for which bid is invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-Charge, not below the rank of an Executive Engineer or equivalent.

4.8 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/similar work and had quoted unreasonably high bid prices and could not furnish rational justification to the Employer.

5. One Bid per Bidder

5.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) 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 this Bid, and the Commissioner, GMC, Panbazaar, Guwahati-1 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 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 cost of visiting the site shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

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

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instruction to Bidders	
2	Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract of Data	
5	Technical Specifications	II
6	Form of Bid	
9	Bill of Quantities	
7	Securities and other forms	III
10	Drawings	
8	Documents to be furnished by bidder	IV

Table-1

One copy of each of the volumes I, II & III will be issued 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 (to be submitted in A4 size paper in a bound volume) (refer clause 12).

The bidder is expected to examine carefully all instructions, conditions of Contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Appendix and drawings in the Bid document. Failure to comply with the requirements of Bid Document shall be at the bidder's own risk. Pursuant to clause 26 of ITB, which are not substantially responsive to the requirements of the Bid 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 or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he received earlier than or during the Pre-bid meeting as indicated in Appendix-I. Copies of the Employer's response will be intimated to all purchasers of the bidding documents, including description of the enquiry but without identifying its source.

Pre-bid meeting

- 9.1.1** The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in IFB & Appendix-I of the Bidding document.
- 9.1.2** The purpose of the meeting will be to clarify issues and to answer questions or any matter that may be raised at that stage.
- 9.1.3** The bidder may submit any questions in writing to the Employer on the day of the meeting.
- 9.1.4** Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given will be transmitted without delay to all

purchasers of the bidding documents. Any modification of the bidding documents listed in Clause 8 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

9.1.5 *Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. However, no claims, whatsoever, from those bidders who have not attended the prebid meeting, shall be entertained at a later stage.*

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 a part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.

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

C. PREPARATION OF BIDS

11. Languages of the Bid

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

12. Documents Comprising Bid

12.1 The bid to be submitted by the bidder as Volume IV of the bid document (refer Clause 8) 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 7 (refer to Clause 16 of ITB) & Non Refundable Bid Document Fee as mentioned in the IFB.
- ii. Qualification Information and supporting documents as specified in Section 2.
- iii. Certificates, undertakings, affidavits as specified in Section 2.
- iv. Undertaking that the bid shall remain valid for the period specified in Clause 15.1.
- v. Acceptance/non-acceptance of Dispute Review Expert proposed in Clause 36.1.

Part-II shall be named “Financial Bid” and shall comprise.

1. Form of Bid as Specified in Section 6.
2. Priced Bill of Quantities for items specified in Section 9.

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

The bidder shall prepare **two sets** of the bid, marking them “**Original**” and “**copy**” respectively.

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	Volume I
1	Instruction to Bidders	
3	Conditions of Contract	
4	Contract Data	
5	Specifications	
10	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 priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the works described in the Bill of quantities along with total bid price (both in figures and words) rounded to the nearest rupee. *Items for which no rate or price is entered by the bidder shall be treated as 100% downloaded and the bid shall be rejected.* Corrections, if any, shall be made by crossing out, initialing, dating, and rewriting.

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.

The Bid Price must be rounded off at grand total amount arrived at after multiplication and summing up from detailed item wise rate and quantities to nearest rupee by ignoring paisa below fifty and to next rupee for amount fifty paisa or above. A Financial Bid which is not filled up as per this clause shall be rejected and shall not be considered for evaluation.

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.

13.5 *Abnormally low or high rates shall not be taken into consideration and shall be summarily rejected without assigning any reason thereof. Discounts offered after filling up the rates of the items shall not be taken into consideration and rates inserted against each item shall prevail.*

14. Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

- 15.1** Bids shall remain valid for a period not less than 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(iv) and Form of Bid submitted by the bidder, the later shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security 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 bidder's responses shall be made in writing or by cable. 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., 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** Deleted
- 15.4** Bid evaluation will be based on the bid prices without taking into consideration the above correction.

16. Bid Security

- 16.1** The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 3 of the Table of IFB for this particular work. The bid security shall be in favour of The Commissioner, GMC, Panbazaar, Guwahati-1 in any one of the following forms:
- a) Indian Post Office National Savings Certificate duly endorsed by the competent postal authority and pledged to the Commissioner, GMC, Panbazaar, Guwahati.
 - b) Bank Guarantee from any Nationalized/Scheduled Indian Bank, in the format given in Volume III in favour of the Commissioner, GMC, Panbazaar, Guwahati-1. (A written confirmation in the Bank's letterhead confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
 - c) Fixed Deposit Receipt issued by any Nationalized/Schedule Indian Bank.
 - d) Bid Security in the name of persons other than the bidder shall be summarily rejected.
- 16.2** Bank guarantees (and other instruments having fixed validity) issued as security for the bid shall be valid for **45 days** beyond the validity of the bid.
- 16.3** *Any bid not accompanied by an acceptable Bid security and not secured as indicated in sub clause 16.1 and sub clause 16.2 above shall be rejected by the Employer as non-responsive.*
- 16.4** Unless there is any challenge on the bid/bid process in any court of law, the Bid security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub Clause 15.1.

16.5 The bid Security of the Successful Bidder will be discharged when the bidder has signed the Agreement and furnished the 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 (Time for completion), basic technical design as indicated in the drawing and specifications. 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 *Instruction to Bidders*, bound with the volume containing the “Technical Bid” and the “Financial Bid” in separate parts and clearly marked “**ORIGINAL**” and “**COPY**” as appropriate. In the event of discrepancy between them, the original shall prevail. *All documents to be submitted should be in proper format & done by at least spiral binding.*

18.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed (in **Blue Ink** only) by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid. *Each and every signature must be dated. Full Name of the bidder shall be mentioned at least in the Contractor’s Bid Form.*

18.3 The Bid shall contain no alternations 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 initialized 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 envelopes marked “**ORIGINAL**” and “**COPY**” shall contain within two separate sealed envelopes marked as “Technical Bid” and “Financial Bid” with additional markings as follows

- Original or Copy, as the case may be
- Bid to be opened on 20th February, 2016 at 1430 Hrs onwards.

The contents of Technical and Financial Bid will be as specified in Clause 12

19.2 The inner and outer and separate envelopes containing Technical and Financial Bids shall

- a) Be addressed to the Commissioner, GMC, Panbazaar, Guwahati-1.
- b) Bear the identifications 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 if it is declared late, pursuant to Clause 21, or the Evaluation Committee declares the Bid 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 Bids

20.1 Complete Bids (including Technical and Financial Bids) must be received by the Employer at the address specified above not later than the date indicated in IFB. In the event of the specified date for the submission of bids declared as 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.

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 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 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 withdrawal notice shall be prepared, sealed, marked, and delivered in accordance to Clause 18 & 19, with the outer and inner envelopes additionally marked "WITHDRAWAL", as appropriate.

22.3 Deleted.

22.4 Withdrawal 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), in 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 4 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** Deleted.
- 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, 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 person 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 decision 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 Bidders 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 Bidders wish to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3** Any effort by the Bidders to influence the Employer's bid evaluation, bid comparisons or contract award decisions may result in the rejection of the Bidder's bid.

26. Examination of Bids and Determinations 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 Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the 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 bill of quantities, technical specification, and drawings.
- 26.2** A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of bidding documents, without material deviation or reservation. A material deviation 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 right or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other 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 withdrawals of the 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. Variations and Deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise results in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.

29.4 The estimated affect 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 Department’s estimate of the cost of work to be performed under the contract, the Employer shall require the Bidder to produce detailed price analysis for any or all

item of the Bill of Quantities, to demonstrate the internal consistency of those prices 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 which is 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.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such case be awarded to the next lowest bidder at his evaluated bid.

31.2 Deleted

32. 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 awards of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Employer's actions.

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 14 days of receipt of the Letter of Acceptance, the successful Bidder will sign the agreement and deliver it to the Employer, for acceptance of the same.
- 33.4** Upon the furnishing of the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

- 34.1** Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer, a performance security in any of the form given below for an amount equivalent to 2% (two p.c.) of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB Clause 52 of Conditions of Contract:
- A bank guarantee in the form given in section 8; or
 - Fixed Deposit Receipt from any Nationalized/Scheduled bank, Indian Post Office National Savings Certificate duly endorsed by the competent postal authority and pledged in favour of the Commissioner, Guwahati Municipal Corporation, Panbazaar, Guwahati-1 and should be in the name of the bidder.
- 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 Indian bank, prepared in non-judicial stamp paper of specified value.
- 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** Deleted

36. Dispute Review Experts

- 36.1** The Employer proposes that [name of proposed Dispute Review Expert in Appendix I] be appointed as Disputes Review Expert under the Contract, at a daily fee plus reimbursable expenses. If the Bidders disagree with this proposals, the Bidders should so state in the Bids.

37. Corrupt or Fraudulent Practices

- 37.1** The Employer will reject a proposal for award if it determine that the Bidder recommended for award has engaged in corrupt or fraudulent 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 CPWD/APWD and any other agencies, if it at any 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 Condition of Contract.

APPENDIX - I
(PRIME QUALIFICATION INFORMATION)

1. Name of the Employer is: The Commissioner, GMC, Panbazaar, Guwahati-1. [Cl.1.1]
2. The total Volume of Civil Engineering Construction work performed in the last five years:
 - i. 2010---2011
 - ii. 2011---2012
 - iii. 2012---2013
 - iv. 2013---2014
 - v. 2014---2015
3. The annual financial turn over amount is 1½ times the estimated package value. [Cl.4.5 A (a)]
4. Value of completed civil works of similar nature is ((80% of the Contract Price)*50%). [Cl.4.5.A (c)]
5. Liquid assets and/or availability of credit facilities are 25% of the Contract price. [Cl.4.5B(c)]
6. Price level of the financial year 2014-15.
7. The pre bid meeting will take place at the Office of the Commissioner, GMC, Panbazaar, Guwahati-1 (Conference Hall) on 18/02/2016, at 1430 Hours.
8. The Technical Bids will be opened at the Office of the Commissioner, GMC, Panbazaar, Guwahati-1 (Chief Engineer Branch) on 20/02/2016 at 1430 Hours onwards.
9. Address of the Employer
Guwahati Municipal Corporation, Panbazaar, Guwahati-1.
10. Identification: Bid for “Construction of Boundary Wall along with two nos of Cattle Trap Bridge and two nos of Iron gate at the entrance of City Centre at Rupnagar”, Guwahati.
 - i. Bid reference No. GER/CE/1044/16/01, Dated Guwahati the 10th February, 2016.
 - ii. Do not open before 1430 Hours of 20/02/2016
 - iii. The bid should be submitted latest by 1400 Hours on 20/02/2016
 - iv. Performance Security to be deposited in the form of FDR/BG/NSC in favour of the Commissioner, Guwahati Municipal Corporation, Panbazaar, Guwahati-1.
11. The name of Dispute Review Expert – (to be decided mutually)
12. Updating factors for updating work value of single building project executed during last five years.

Year before	Multiply factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

APPENDIX – II**LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK**

[Reference Cl.4.5 (B) (a)]

Type of Equipment	Maximum age as on 31.01.2013 (Years)	Nos. Required
1	2	3
Cube Testing Machine	2	2
Sieve Analysis (Complete Kit)	5	3
Concrete Hammer	5	3
Concrete Mixer Machine	5	3
Water Tanker	5	2
Concrete Drilling Machine	5	2
Concrete Vibrator	5	5
Welding Machine	5	1
Water Pump	5	2
Generator	3	1
Truck/Tipper	5	2

Table – 2

APPENDIX – III**List of Key Personnel to be deployed on Contract Work**

[Reference Cl.4.5 (B) (b)]

Sl. No.	Key Personnel	Minimum Qualification & Experience	Nos. Required
1	2	3	4
1.	Project Manager	B.E. Civil + 5 Yrs Exp. Or Dip. Civil + 7 Yrs Exp.	1
2.	Site Manager	B.E. Civil + 2 Yrs Exp. Or Dip. Civil + 5 Yrs Exp.	1
3.	Quality Control Engineer	B.E. Civil + 2 Yrs Exp. Or Dip. Civil + 5 Yrs Exp.	1

Table-3

N.B:- Necessary certificates in support of Qualification and experience of the above mentioned employee along with their consent letter should also be furnished.

SECTION: 2 **QUALIFICATION INFORMATION**

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instruction to Bidders. This information will not be incorporated in the Contract.

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 Three/Five years	2010 – 2011
(In Rs. Lakhs)	2011 – 2012
(Attach Certificate from	2012 – 2013
Chartered Accountant)	2013 – 2014
	2014 – 2015

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

Name of Work	Name of the Employer	Description of Work	Contract No.	Value of Contract (Rs in Lakhs)	Date of Issue of work order	Stipulated period of completion	Actual Date of Completion (Attach Certificate from Engineer-In-Charge)	Remarks explaining reason for delay & work completed
1	2	3	4	5	6	7	8	9

Table-4

(Use separate sheet using landscape orientation) (Attach certificates from Engineer-in-charge not below the rank of Executive Engineer)

1.3.1 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 five years.

Year	Name of the Work	Name of the Employer	Quantity of Work Performed (Cum) Remarks		Steel Reinforcement	Remarks (indicate contract Ref) (Attach Certificate from Engineer- In-Charge)
			Cement Concrete (including RCC & PCC)	Brick Work		
1	2	3	4	5	6	7
2010-11						
2011-12						
2012-13						
2013-14						
2014-15						

Table-5

**Attach certificate(s) from the Engineer(s)-in-Charge not below the rank of Executive Engineer.*

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

(A) Existing Commitments and on-going works:

Description of Works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs.)	Stipulated Period of Completion	Value of works remaining to be completed (Rs.)	Anticipated date of completion
1	2	3	4	5	6	7	8

Table-6

**(Attach certificates from Engineer-in-charge not below the rank of Executive Engineer)
(Use separate sheet in landscape orientation)*

(B) Works for which bids are already submitted:

Description of Works	Place & State	Name & Address of Employer	Estimated Value of Works (Rs)	Stipulated Period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Table-7 (Use separate sheet in landscape orientation)

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 Clauses 4.3 (d) of the Instruction to Bidders.

Item of Equipment	Requirement		Availability Proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/ Leased to be Procured	Nos./ Capacity	Age/Condition	
1	2	3	4	5	6	7
Cube Testing Machine	2					
Sieve Analysis (Complete Kit)	3					
Concrete Hammer	3					
Concrete Mixer Machine	3					
Water Tanker	2					
Concrete Drilling Machine	2					
Concrete Vibrator	5					
Welding Machine	1					
Water Pump	2					
Generator	1					
Truck/Tipper	2					

Table-8

1.6 Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B) (b)]. Attach biographical data. Refer also to Sub-Clause 4.3(v) of instructions to Bidders and Sub- Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Total Year of Experience	Years of Experience in the Proposed position
1	2	3	4	5
Project manager				
Site Manager				
Quality Control Engineer				

Table-9

1.7 Proposed sub-contracts and firms involved. [Refer ITB Clauses 4.3 (xi)].

Sections of the Works	Value of Sub-Contract	Sub-Contractor (Name & Address)	Experience in Similar Work
1	2	3	4

Table 10

- 1.8** Financial reports for the last five/three years: balance sheets, profit and loss statements, auditor's 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 bidder's 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.
- 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 (xii)].
- 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 Information to Bidders, if applicable.
- I. Affidavit.
- II. Undertaking.
- III. Authority.

SECTION: 3
CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT (G.C.C)
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 **Adjudicator** will be a Dispute Review Board jointly appointed by the Employer and the Contractor to resolve disputes as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

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 **Contractor** 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** is the price 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 **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the Commissioner, GMC, Panbazaar, Guwahati-1.

The “Engineer” is the Chief Engineer, Guwahati Municipal Corporation, Panbazaar, Guwahati-1, who is responsible of 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** is the Contract Price 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 that is to have a mechanical, electrical, electronic or chemical or biological function.

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

Site Investigation Reports are those, which were included in the Bidding documents and are factual interpretative reports about the sub-surface conditions at the site.

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 construct, install, and turn over 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. Works 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 priority:

1. Agreement
2. Letter of Acceptance, notice to proceed with the works
3. Contractor's Bid
4. Contract Data
5. Conditions of Contract including Special Conditions of Contract
6. Specifications
7. Drawings
8. Bill of Quantities and
9. Any other document listed in the Contract 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 Adjudicate after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1** Communication between parties which are referred to in the conditions is 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 may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Chief Engineer, Guwahati Municipal Corporation, but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

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 Contract 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 than 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 Contract.

10. Employer's and Contractor's Risks

- 10.1** The Employer carries the risks which this Contract states are Contractor's risks, and the Contractor carries the risks, which this Contract state 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 Employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the works, other than Contractor's design.

12. Contractor's Risks

- 12.1** All risks of loss of or damage to physical property and of 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 Deleted

13.2 Deleted

13.3 Deleted

14. Site Investigation Reports

- 14.1** The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

- 15.1** The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works 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 programmed 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 Specifications and Drawings.

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

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

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

The Contractor shall be responsible of 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 Contract Date 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 instructions 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 Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board within 14 days of the notification of the Engineer's decision.

25. Procedures for Disputes

25.1 The Dispute Review Board shall be constituted with three members, one from Employer, one from Contractor and the other to be nominated jointly by the above two members to give a decision in writing within 28 days of receipt of a notification of a dispute.

25.2 The Dispute Review Board shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of types specified in the Contract Data and the cost shall be divided equally between the Employer, and the Contractor, whatever decision is reached by the Dispute Review Board. Either party may give notice to the other to refer a decision of the Dispute Review Board to an Arbitrator within 28 days of the Dispute Review Board's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Board's 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 (SCC).

26. The Replacement of Dispute Review Expert

26.1 Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract; a new Dispute Review Expert will be jointly appointed by the Employer, and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

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, timing for all the activities in the Works along 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.

28. Extension of the Intended Completion Date

- 28.1** The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2** The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for decision upon the effect of Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28.3** The Engineer shall within 14 days of receiving full justification from the contract for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision.

29. Deleted

30. Delays Ordered by the Engineer

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

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 meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties of 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.

- 33.2** The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or 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

- 33.1** The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. Such Checking shall not affect the contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

34. Tests

- 34.1** If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

35. Correction of Defects

- 35.1** The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

- 35.2** Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36. Uncorrected Defects

- 36.1** If the Contractor has not corrected a Defect 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 construction, installation, testing, and commissioning work to be done by the Contractor.

- 37.2** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

- 38.1** If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change is attributed to the Department i.e., either the BOQ is prepared by the department or variation is due to change/modification ordered by the Department and the same exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering,

- a) Justification for rate adjustment as furnished by the contractor,

- b) Economies resulting from increase in quantities by way of reduced plant, equipment, and overhead costs,
- c) Entitlement of contractor to compensation events where such events are caused by any additional work

38.2 The Engineer shall not adjust rates from changes in quantities by way of reduced plant, equipment, and overhead costs,

38.3 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost break down of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programme produced by the Contractor.

39.2 The Engineer shall find out and evaluate all the probable variations in the early period of the contract and submit the same to the Employer.

40. Payments for Variations

40.1 The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered. The Engineer shall send the rate so assessed to the Employer for approval.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of Engineer, the quantity of work above the limit stated in Sub Clause 38.1 or the; timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantities changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

40.3 If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on Engineer's own forecaster of the effects of the Variation on the Contractor's cost.

40.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, the Engineer shall allow the contractor to proceed with the work using materials having IS marks/approved brand as specified in the APWD SOR obtained from approved dealers of the company. The Engineer shall collect the quotation for him and assess the cost/rate of the item considering all aspects and submit the same to the Employer for approval.

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 Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2** The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(4) of the Contract Data (Secured advance). The payment will be made according to the availability of fund.
- 42.3** The value of work executed shall be determined by the Engineer.
- 42.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5** The value of work executed shall include the variation of variations and Compensation Events.
- 42.6** The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

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. The Employer shall pay the contractor the amounts certified by the Engineer within a reasonable time subject to the availability of fund. The Engineer/Employer shall not delay the payment unreasonably (i.e., without valid reasons), if fund is available.
- 43.2** If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 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.
- 43.4** Payment will be made as and when fund is made available by the concerned department.

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) Deleted.
- e) The Engineer does not approve of a subcontract to be let, within 15 days.
- f) Deleted.
- g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- h) 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.
- i) Deleted.
- j) The effect on the Contractor of any of the Employer's risks.
- k) The Engineer unreasonably delays issuing a Certificate of Completion.
- l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

44.2 If compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Time, the Date, the Contract price shall be increased and/or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

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 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 sources as per applicable law.

46. Currencies

46.1 All payments shall be made in Indian Rupees.

47. Price Adjustment

47.1 Deleted.

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 whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects 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 On Completion of the whole works, 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 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 be due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other 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. Bonus

50.1 Deleted.

51. Advance Payment

51.1 Deleted.

51.2 Deleted.

51.3 Deleted

51.4 Secured Advance

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 Contractor shall supply to the Engineer a detailed account of the total amount that the contractor considers payable under the Contract before that end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58. Operating and Maintenance Manuals

58.1 If "as built" Drawings and and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the contract Data.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, 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 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer.
- b) The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days
- c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate.
- e) 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.
- f) The Contractor does not maintain a security, which is required;
- g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in 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 establish bid prices at artificial non-competitive levels and to deprive 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 Contractor 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 cost of balance material brought by the contractor and available at site, 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 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 defaulted.

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.

E.SPECIAL CONDITIONS OF CONTRACT (SCC)

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 Rupnagar, 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/mm² (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 2 (Two) weeks 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, GMC, 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 monthly basis within ten calendar days from cut-off date as agreed upon, 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 of 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

If the contractor is covered under the contractor Labour (regulation and Abolition) Act he shall obtain a license from licensing authority (i.e. office of the Labour Commissioner, Govt. of Assam) by payment of necessary prescribed fees and deposit, if any, before starting the work under the contract. Such fee/ deposit shall be borne by the contractor.

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.

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

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

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

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING 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 payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more 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 contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - i) Pension or family 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 and 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 contact 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 nature to Male and Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1956:- 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/- 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: - 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 establishments.
- 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 gets the same certified by the designated Authority.
- l) Trade Unions Act 1926:- The Act lays down the procedures for registration of trade unions of workmen and employees. 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 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 interstate 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) Ct 1996 and the Cess Act of 1996:- All the Establishments who carry on any building or other construction work 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 establishments is required to provide safety measures at the Building or construction works 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 of 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 able to premises employing 10 persons or more with aid of power or 20 or more persons without aid of power engaged in manufacturing process.

21. ARBITRATION (GCC Clause 25.3)

The Procedure for arbitration will be as follows:

21.1

- a) In case of Dispute or differences arising between the Employer and a domestic contractor resulting 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 parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrator one each appointed by the Employer and the Contractor and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. 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 jointly by the Employer and the Contractor.

- 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 both the parties to reach upon consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently , the Presiding Arbitrator shall be appointed jointly by both the Employer and the Contractor
- c) Deleted.
- d) Arbitration proceedings shall be held in Guwahati, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.
- e) The decision of 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 expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its 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 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.

SECTION: 4
CONTRACT DATA

**Clause
Reference
With
respect to
section 3**

Items marked “N/A’ do not apply in this contract

1. The Employer is the **Commissioner, GMC, Panbazaar, Guwahati-1** [Cl.1.1]
2. The Engineer is the **Chief Engineer, GMC.**
3. The Dispute Review Expert appointed by the Employer is: [Cl.1.1]
 - *Name: (To be intimated later)
 - *Address: -----
4. The Defects Liability Period is 365 days from the date of completion. [Cl.1.1]
5. The Start date shall be **7 Days** from the date of issue of the Notice to proceed with the work. [Cl.1.1]
6. The Intended Completion Date for the whole of the works is **3 (Three) months** after start of work with the following milestones: [Cl.1.1, 17 & 28]
 - 7. **Milestone dates:**

Physical Works to be completed	Period from the start date
Milestone 1 - 45%	45 days.
Milestone 2 - 100%	90 days.
8. The Site is located at **Rupnagar, Guwahati** in **Kamrup Metro** District, **Assam** [Cl.1.1]
9. The name and identification number of the Contract is: “*Construction of Boundary Wall along with two nos of Cattle Trap Bridge and two nos of Iron gate at the entrance of City Centre at Rupnagar.*”, invited vide No. *GER/CE/1044/16/01 Dated Guwahati the 10th February, 2016.* [Cl.1.1]
10. The works consist of the following: [Cl.1.1]
 - (A) Building Works: [Cl.1.1]
 - (C) Other Items

Any other items as required for fulfilling all contractual obligations as per the Bid documents.

11. The law which applies to the Contract is the law of Union of India & Govt. of Assam. [Cl.3.1]
12. The Languages of the Contract documents is English [Cl.3.1]
13. Limit of subcontracting 10% of the Initial Contract Price [Cl.7.1]
14. The Schedule of Key Personnel: As per Appendix,-II to Section I [Cl.9]
15. Deleted [Cl.13]
16. Site investigation report [Cl.14]
17. The Site Possession Dates shall be **within 7(seven) days from the date of Notice to proceed with the work.** [Cl.21]
18. Fees and types of reimbursable expenses to be paid to the Dispute Review Board are (To be inserted later) [Cl.25]
19. Appointing Authority for the Dispute Review Expert is the Employer and the Contractor. [Cl.26]
20. The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of acceptance. [Cl.27.1]
21. The Period between programme updates shall be **30** days. [Cl.27.3]
22. Deleted
23. The following events shall also be Compensation Events: [Cl.44]
 Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.
- i. Removal of Underground utilities detected subsequently.
 - ii. Removal of unsuitable material like Marsh, debris dumps, etc not caused by the contractor.
 - iii. Presence of historical, archaeological or religious structures, monuments interfering with the works
 - iv. Restriction of access to ground imposed by civil, judicial, or military authority.
24. The currency of the Contract is **Indian Rupees.** [Cl.46]
25. Deleted.
26. The proportion of payments retained (retention money) shall be 8% from each bill subject to a maximum of 8% of final contract price. [Cl.47]
[Cl.48]

- Amount of liquidated damages for delay in completion of works Milestone 1 → Rs. _____ per day [Cl.49]
Milestone 2 → Rs. _____ per day
27. Maximum limit of liquidated damages for delay in completion of work. 10 percent of the Initial Contract Price rounded off to the nearest thousand. [Cl.49]
28. Deleted.
29. Deleted. [Cl.50]
[Cl.50]
30. The amounts of the advance payment are: [Cl.51 & 52]

Deleted
31. Deleted.
32. Repayment of secured advance; [Cl.51.4]

Deleted
33. The Securities shall be for following minimum amounts equivalent as a percentage of the Contract Price. Performance Security for **2 (two percent)** of contract price plus Rs..... (To be decided after evaluation of the bid) as additional security in terms of ITB clause 29.5. The standard form of Performance Security acceptable to the Employer shall be an **unconditional Bank Guarantee** of the type as presented in Section 8 of the Bidding Documents. [Cl.52]
34. The Schedule of Operating and Maintenance Manuals at the time of Installation. [Cl.58]
35. Deleted [Cl.58]
36. Deleted [Cl.58]
37. The following events shall also be fundamental breach of contract: “The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC.” [Cl.59.2]
38. The Percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 percent.

SECTION: 5
TECHNICAL SPECIFICATION

Technical Specification:

1. The Technical Specifications as stated in APWD Schedule of Rates for Building (Civil) works for 2013-14 and relevant IS codes will be followed.
2. The Technical Specification as stated in APWD Schedule of Rates for Sanitary & Water supply works for 2013-14 and relevant IS codes will be followed.
3. The Technical Specifications as stated in APWD Schedule of Rates for Electrical Works for 2013-14 and relevant IS Codes will be followed.

SECTION: 6
FORM OF BID

Description of the Work: Construction of Boundary Wall along with two nos of Cattle Trap Bridge and two nos of Iron gate at the entrance of City Centre at Rupnagar.

To

The Commissioner, GMC, Panbazaar, Guwahati-1

1. We offer to Execute the Works describe above and remedy any defects therein in conformity with the conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for the sum (s) of Rs.....
(In Figures) (Rupees.....)
(In Letters) only.
2. We undertake, if our Bid is accepted, to commence the Works as soon as in 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.
3. We agree to abide by this Bid for the period of 90 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.
4. Unless and until a format Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____/2016

Signature _____ in the capacity of _____

duly authorized to sign bids for and on behalf of _____

(in block capitals or typed) _____

Address _____

Witness _____

Address _____

SECTION: 7
SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”), has submitted his Bid dated _____ [date] for the construction of _____ [name of Contractor hereinafter called “the Bid”].

KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter 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 refuses to execute the Form of Agreement in accordance with the Instruction to Bidders, if required; or
 - b) Fails 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 to 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 occurrence of any of the three 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 the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instruction 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 Employer]
_____ [address of Employer]

WHEREAS _____ [Name and address of Contractor]
(Hereafter 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 obligation 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]* _____ [in words], such sum being payable in 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 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 your hand 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 Defect Liability Period.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

Letter of Acceptance
(Letterhead paper of the Employer)

_____ (Date)

To:

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (_____) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our Agency.

We accept/do not accept that _____ be appointed as the Adjudicator.

You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 15 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of Defects Liability 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,

The Commissioner,
Guwahati Municipal Corporation
Guwahati-1

¹

Delete “corrected” and or “and modified” if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

²

To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the “Instructions to Bidders”.

Issue of Notice to proceed with the work

_____ (Date)

To,

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause 34.1 and signing of the construction of _____

_____ at a Bid of Rs. _____.

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 Employer)

Agreement Form

Agreement No. _____

This agreement, made the _____ day of _____, between the _____ [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 _____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSETH as follows:

- 1) In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
- 2) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
- 3) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 4) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - i. Letter of Acceptance;
 - ii. Notice to proceed with the works;
 - iii. Contractor's Bid;

- iv. Contract Data;
- v. Conditions of contract (including Special Conditions of Contract);
- vi. Specifications;
- vii. Drawings;
- viii. Bill of Quantities; and
- ix. Any other document listed in the Contract Data as forming part of the contract.
- x. Joint Venture Agreement.

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

The Common Seal of _____ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

UNDERTAKING

(For validity of the Bid)

I, the undersigned do hereby undertake that our firm M/s _____
_____ agree to abide by this bid for a period _____
_____ 180 days for the date fixed for receiving the same and it
shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the firm)

Title of Officer

Name of Firm

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____
_____ would invest minimum cash up to 25% of the value of the work during
implementation of the contract

(Signed by an Authorized Officer of the firm)

Title of Officer

Name of Firm

DATE

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

BANK CERTIFICATE

This is to certify that M/s

.....
.....is a reputed company with a good financial standing.

If the contract for the work, namely Construction
.....
..... is awarded to 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 during the contract period.

(Signature)

Name of the Bank
Senior Bank Manager
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 have abandoned any worked by CPWD/State PWD in India nor awarded to us for such works have been rescinded, during the last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and requested 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.

(Signed by an Authorized Officer of the Firm)

Title of Officer

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

(Note: This affidavit should invariably be made in non-judicial stamp paper of specified value)

Authority

I/We Sri/M/s do hereby authorize the Employer i.e. The Commissioner, GMC, Panbazaar, Guwahati-1, to obtain clarification on any information furnished by me/us in support of Qualification Information as an when required from the Authority/Department/Bank etc.

Signature of the Bidder.....
Name in Block Letter.....
Address.....
.....

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 invest a minimum of 25% of the Bid value for the work.

PART-II shall be named “FINANCIAL BID” and shall comprise.

- i. Form of Bid as specified in SECTION-6
- ii. Priced Bill of Quantities for items specified in Section 9.

Each Part will be separately sealed and marked in accordance with the sealing and marking Clause 10 and signed at every page by the **Bidder or by the Power of Attorney holder**.

SECTION: 9
BILL OF QUANTITIES

Name of Work: Construction of Boundary Wall along with two nos of Cattle Trap Bridge and two nos of Iron gate at the entrance of City Centre at Rupnagar

Item No.		Description of work	Unit	Qty.	Rate in Rupees		Total Amount in Rupees
BOQ	APWD				In Figures	In Words	
1	1.11	Excavation for structures (Earth Work in excavation of Foundation of structures as per drawing and technical specification, to the extent to the required and utilizing there maining earth locality for road work)	Cum	30.312			
		(i) Ordinary soil (For Column for gate)					
		(A) Manual Means: (Depth up to 3.00m) (With dewatering) (For Tie Beam)					
2	4.1.1	Providing soling in foundation and under floor with stone/best quality picked jhama brick, sand packed and laid to level and in panel after preparing the sub grade as directed including all labour & materials & if necessary dewatering, complete.	Cum	15.36			
		(a) Brick on flat soling.					

Item No.		Description of work	Unit	Qty.	Rate in Rupees		Amount in Rupees
BOQ	APWD				In Figures	In Words	
3	2.1.1	Plain cement concrete works with coarse aggregate of sizes 13mm to 32mm in foundation bed for footing steps, walls, brick work....., and curing complete (shuttering where necessary shall be measured and paid separately).	m3	1.536			
		(a) In prop 1cement: 3 sand :6 coarse aggregate by volume					
4	18.1.1	Supplying, fitting and fixing in position reinforcement bars conforming to relevant I.S. Code for R.C.C. work/ R.B. walling including spacers etc. complete.(No extra measurement for lap, hook, in the measurement as they are included in the rate) (Upto 1st floor level)	Qtl	3.43			
		c) ISI approved Mild steel reinforcement bar(M.S. Bar)					
5	2.2.1	REINFORCED CEMENT CONCRETE WORKS Providing and laying plain/reinforced cement concrete works cement, coarse sand & 20mm downgraded stone aggregate including concrete work (form work and reinforcement will be measured and paid separately)	m3	4.688			
		(I) Using Mixer Machine					
		(A) In substructure up to plinth level (For Column)					
		N) Without using admixture, plasticizer					
		b) M20 grade concrete or Prop. 1:1.5:3 (For Tie beam)					

Item No.		Description of work	Unit	Qty.	Rate in Rupees		Amount in Rupees
BOQ	APWD				In Figures	In Words	
6	4.1.4	Brick work in cement mortar with 1st class brick including racking out joints and curing complete as directed.	m3	0.828			
		(I) In Sub-structure up to plinth level including dewatering if necessary					
		(d) In proportion 1:6.					
7	4.1.8	1st class brick nagged wall in cement mortar including racking plinth up to 1st floor level (protruding M.S rod/Tor steel of column to be embedded in cement mortar and will be measured and paid separately)	m2	12.00			
		(A) 112mm thick brick wall					
		(a) In cement mortar in proportion 1:4. (1 cement:4 sand)					
8	19.1	Providing plinth protection 50mm thick to cement concrete 1 : 3 : 6 with coarse agg.of 20mm no.....with 10mm thick cement plaster in proportion 1:3 with a floating coat of neat cement finished.	Rm	6.00			

Item No.		Description of work	Unit	Qty.	Rate in Rupees		Amount in Rupees
BOQ	APWD				In Figures	In Words	
9	6.2.1	CEMENT PLASTERING	Sqm	33.24			
		10 mm thick Cement plaster in single coat on fair side of brick/concrete walls for interior plastering up to finished even and smooth including curing complete as directed.					
		b) In cement mortar 1:4					
10	13.2.3	CEMENT PAINT & PRIMER	Sqm	33.24			
		a) Applying one coat of cement primer of approved brand and sand papered smooth.					
		b) Finishing wall with water proofing cement paint remains of loose powdered materials.		33.24			

Item No.		Description of work	Unit	Qty.	Rate in Rupees		Amount in Rupees
BOQ	APWD				In Figures	In Words	
11		TIMBER SHUTTERING (FORMWORK)					
	3.1.1	Providing form work of ordinary timber planking so as to give a rough finish including centering, shutter removal of the same for in-situ reinforced concrete and plain concrete work in:	Sqm	6.00			
		Foundation, footings, bases of columns, pile cap, raft and mass concrete works etc.					
		(b) Using 25mm thick plank					
	3.1.1.2	Sides of tie beams at or below ground level.		3.6			
		(b) Using 25mm thick plank					
	3.1.1.3	Columns, Pillars, Posts & Strut		21.32			
		(a) Square, Rectangular, polygonal in plan or any shape like Tee/L etc. having plane vertical face					
		(ii) Using 25mm thick plank					

Item No.		Description of work	Unit	Qty.	Rate in Rupees		Amount in Rupees
BOQ	APWD				In Figures	In Words	
12	17.11	Supplying, fitting and fixing double leaf heavy duty iron gate, frame made from 50mm x 6mm M.S. flat iron with another horizontal flat at the middle, 20mm dia M.S bars at 200mm works as directed and specified. (Separate payment will be made for posts).	Qtl.	20.00			
13	13.7.2	Applying primary coat over new steel and other metal surface over 100m in width or girth after brushes, fine steels, wood scrapers and sand paper.	Sqm	32.00			
		a). With ready mixed "red-lead/ red oxide" primer.					
14	13.7.4	Painting two coats (excluding priming coat) on new steel and other metal surface with enamel (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac cleaning the surface of all dirt, dust and other foreign matter.	Sqm	32.00			
		(i).Surfaces over 100mm in width or girth.					
		a). General purpose (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac).					

Item No.		Description of work	Unit	Qty.	Rate in Rupees		Amount in Rupees
BOQ	APWD				In Figures	In Words	
15	18.8.1	CATTLE TRAP	Sqm	42.40			
		Supplying fitting and fixing M.S. cattle trap fabricated, welded, mitred and jointed as per relevant IS code with ISMB 250 joist spaced not more than 1800mm apart and ISA 65 x 65 x 6 spaced not more than 200mm apart Brick wall complete as specified and directed.					
16	A/R	Construction of boundary wall	Rm	810.00			
		Grand Total					