

OPEN COMPETITIVE BIDDING

(Single stage - Single envelope bidding)

(For Procurement of Works below Rs. 20 Lakh without e-procurement)

BIDDING DOCUMENTS

for

PROCUREMENT OF IMPROVEMENT OF VARIOUS WORKS UNDER "2nd Installment of Untied Basic Grant under the award of 15th Finance Commission for the year 2020-21 during the Financial year 2021-22 GMC

Bid Ref.No.: GER/CE/2008/2021/Part-C/14: 11.12.2023

[Bid identification number]

(Date of Issue): 13. 12.2023

Commissioner, Guwahati Municipal Corporation

Section I

OPEN COMPETITIVE BIDDING



GUWAHATI MUNICIPAL CORPORATION :: CHIEF ENGINEER BRANCH :: GUWAHATI

No.: GER/CE/2008/2021/Part-C/14

Date: 11 / 12 / 2023

NOTICE INVITING TENDER

Sealed tenders are invited on behalf of Guwahati Municipal Corporation, Guwahati from the intending contractors/suppliers/firms for the works mentioned below-

SI No	Name of Work	Estimated Amount	Bid Security		Tender Processing Fee	Last Date & time of bid submission	Date & time of bid opening	Period of Completion
			For General	For SC/ST/OBC/UEE				
1	Construction of road & drain near Mahila sammittee temple ghat	1800000.00	36000.00	18000.00	400.00	02 / 01 / 2024 14:00PM	02 / 01 / 2024 14:00PM	3 months
2	Improvement of Milan Path Tula Factory, Fatasil Ambari	1400000.00	28000.00	14000.00	300.00			3 months
3	Construction of Triangular Colony at Pandu	1870000.00	37400.00	18700.00	400.00			3 months
4	Ram Krishna Mission Road & Drain, W/n-4	1800000.00	36000.00	18000.00	400.00			3 months
5	Temple Ghat Tini Pukhuri byelane with drain, W/n-4	1200000.00	24000.00	12000.00	200.00			3 months
6	Construction of Hill Top Colony road & drain with Cross Culvert	1900000.00	38000.00	19000.00	400.00			3 months
7	Construction of Jaymati Nagar Main Drain with byelane 1 & 2 Drain, W/n-2	1850000.00	37000.00	18500.00	400.00			3 months
8	Improvement of drain & road near Shyama Prashad Mukharjee Bhawan at Adabari Colony, W/n-2	1850600.00	37012.00	18506.00	400.00			3 months
9	BBC Sankar Nagar Drain with byelane at Pandu (four nos of drain), W/n-2	1900000.00	38000.00	19000.00	400.00			3 months
10	Loco Colony Kali Mandir Bot Tola Raod, W/n-2	1350000.00	27000.00	13500.00	300.00			3 months
11	Main drain with CC Road at Garh Pandu Hospital, W/n-2	1600000.00	32000.00	16000.00	300.00			3 months
12	Improvement of road with drain at Shyama Prasad Road	1700000.00	34000.00	17000.00	400.00			3 months

The tender document can be seen/obtained from the official website of GMC, www.gmc.assam.gov.in from 13 / 12 / 2023 14:00 Hrs.

- The Last Date of submission of tender document is 02 / 01 / 2024.

- The bid will be opened on 02/01/2024 A in the O/o The Executive Engineer, Div-I, Guwahati Municipal Corporation.

The TIA reserves the right to accept or reject any bid/tender, and to cancel/annul the bidding process and reject all bids at any time prior to contract award.

PD
11/12/23
Addl. Commissioner,
Guwahati Municipal Corporation
Guwahati
Date: 11/12/2023

Memo No.: GER/CE/2008/2021/Part-C/14 A

Copy to: -

1. The Chief Accounts and Audit Officer, GMC, for information.
2. The Executive Engineer, Div-I, II, III, IV, V & VI for wide circulation.
3. The Procurement Officer, GMC, for necessary action.
4. The Director, Information & Public Relations, Kamrup (Metro), for publication of the above tender notice in one issue of an English Daily Newspaper and one issue of Assamese Daily Newspaper.
5. P.S. to Hon'ble Mayor for favour of kind appraisal of Hon'ble Mayor, GMC.
6. Software Developer, GMC, for uploading in the GMC official website.
7. Office File.
8. Notice board.

PD
11/12/23
Addl. Commissioner,
Guwahati Municipal Corporation
Guwahati

1. Bidding will be conducted through Open Competitive Bidding method and procedures as specified in “The Assam Public Procurement Act, 2017” and “The Assam Public Procurement Rules, 2021”. These Act and Rules may be viewed and downloaded from the web-link [\[provide website link where these documents are available e.g. at https://finance.assam.gov.in/portlets/assam-public-procurement-rules-2020\]](https://finance.assam.gov.in/portlets/assam-public-procurement-rules-2020)
2. The Bidding Documents may be freely downloaded by interested Bidders from the website(s) gmc.assam.gov.in. However, bidders are required to submit cost of Bidding Documents in the mode prescribed in the Bidding Documents.
3. All Bids must be accompanied by a Bid Security as mentioned in the table above, unless otherwise mentioned in the Bidding Documents.
4. Bids must be delivered to the address below on or before **02/01/2024 At 2.00 P.M** P.M. Electronic Bidding will **NOT** be permitted. Late Bids will be rejected.
5. The Bids will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend, at the address below on **02/01/2024 At 2.00 P.M**
6. Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
Shri. Richand Ahmed, ACS Joint Secretary, DoHUA, Dispur, Secretariat	Smti. LayaMaduri, IAS, Secretary, Finance Dept., Govt. of Assam

Name of officer with designation: Commissioner, GMC

Name of Procuring Entity: Guwahati Municipal Corporation

Complete address for submission : As mentioned in the NIT.

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Section – II Instructions to Bidders

A. GENERAL

1. Introduction

- 1.1 In connection with the Notice Inviting Bids (NIB) for Procurement of Works **as specified in Section III: Bid Data Sheet (BDS)**, the Employer **as specified in the BDS**, has issued these Bidding Documents for Procurement of Works **as specified in Section V - Works Requirements**.
- 1.2 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Employer for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 1.3 Before preparing the bid and submitting the same to the Employer, the bidder should read and examine all the terms & conditions, instructions etc. contained in these Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in these Bidding Documents may result in rejection of bids submitted by bidders.
- 1.4 The Bidder, at its 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.
- 1.5 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Employer shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

2. Language of Bids

- 2.1 Bids submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Employer, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity

- 3.1 The Employer and all officers or employees of the Employer, whether involved in the

procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

3.2 Govt. of Assam prescribes to the Employer and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Employer or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in—
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Employer after giving an able opportunity of being heard, may take appropriate measures including—

- (i) exclusion of the bidder from the procurement process;
- (ii) calling off of pre-contract negotiations and forfeiture or encashment of bid security;

- (iii) forfeiture or encashment of any other security or bond relating to procurement;
- (iv) recovery of payments made by the Employer along with interest thereon at bankrate;
- (v) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- (vi) debarment of the bidder from participation in any future procurements of any Procuring Entity for a period not exceeding three years

4. Conflict of Interest

4.1 Conflict of Interest for a Procuring Entity or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence the performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-

- (i) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- (ii) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- (iii) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- (iv) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity;

4.3 The situations in which bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following-

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are

directly or indirectly involved in or related to the procurement process or execution of contract;

- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway;

4.4 In the 'Letter of Bid' to be submitted by the bidder, as per format given in "Section VI - Bidding Forms", all bidders shall provide a signed statement 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 subject matter of procurement or is being proposed as Project Manager for the contract;

4.5 In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any conflict of interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business;

5. Eligible Bidders

5.1 Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India or any other country with which India has not banned trade relations.

5.2 The bidder should fulfil the registration requirement **as specified in the BDS.**

5.3 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.

5.4 In addition, any bidder participating in the procurement process shall—

- (i) have fulfilled his obligation to pay all such taxes as payable to the Central Government or the State Government or any local authority;

- (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (iii) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (iv) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.

5.5 In the 'Letter of Bid' to be submitted by the bidder, **as per format given in Section VI - Bidding Forms**, all bidders shall provide an Affidavit that the bidder fulfils the eligibility requirements given in ITB Para 5.4;

6. Bidders' Qualification

- 6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV - Evaluation and Qualification Criteria**.
- 6.2 Bidders should fill and submit the Forms provided in **Section VI - Bidding Forms** to provide relevant information and documents in support of fulfilment of bidder's qualification, along with its bid.

B. BIDDING DOCUMENTS

7. Content of Bidding Documents

- 7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any Amendment issued in accordance with ITB Para 10.
 - Section I Notice Inviting Bids (NIB)
 - Section II Instructions to Bidders (ITB)
 - Section III Bid Data Sheet
 - Section IV Evaluation and Qualification Criteria
 - Section V Works Requirements
 - Section VI Bidding Forms
 - Section VII General Conditions of Contract (GCC)
 - Section VIII Special Conditions of Contract (SCC)
 - Section IX Contract Forms

- 7.2 Unless downloaded directly from the Employer's website **as specified in the BDS**, Employer shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para10.
- 7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarifications of Bidding Documents and Site Visits

- 8.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**.
- 8.2 The Employer shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website as **specified in the BDS**.
- 8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure given under ITB Para10.
- 8.4 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 8.5 The bidders shall identify the source of all the construction materials and shall satisfy about availability of the same complying with the requirements of quantity as specified in the respective clauses of specifications prior to submission of the bids. No claim shall be entertained on the plea of non-availability of materials and involvement of extra leads during course of execution at any circumstances.
- 8.6 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

9. Pre-Bid Meeting

- 9.1 In order to provide response to any doubt regarding Bidding Documents or to clarify issues, a pre-bid meeting may be scheduled, **if specified in the BDS**.

9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The Employer shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB Para 10 below shall be issued, which shall be binding on all prospective bidders.

10. Amendments to Bid Documents

10.1 At any time prior to the deadline for submission of bids, the Employer may, pursuant to ITB Para 8 and 9 and for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s).

10.2 Such Amendment(s) will be published on Employer's website as specified in the BDS and the same shall be binding on all prospective Bidders.

10.3 In order to give reasonable time to prospective bidders to take necessary action in preparing their bids, the Employer may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.

10.4 Any bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the Employer's website. The Employer shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on Employer's website.

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

11.1 The bid submitted by the bidder shall be in single envelope and shall comprise the following:

- i) Letter of Bid as per Form provided in Section VI - Bidding Forms;
- ii) Priced Bill of Quantities as per Form: Bill of Quantities, given in Section VI - Bidding Forms;
- iii) Bid Processing Fee in accordance with ITB Para 19 (if required);
- iv) Bid Security furnished in accordance with ITB Para 20;
- v) Duly filled Forms along with all attachments, as per Forms provided in Section VI - Bidding Forms;
- vi) Self-attested copy of Income Tax Registration Certificate / PAN card;
- vii) Self-attested copy of GSTIN registration;
- viii) Any other document **as required in the BDS**;
- ix) An Undertaking from the bidders to the effect that they agree and abide by the clauses

/ conditions of Bidding Documents issued by the Employer and any amendment made thereafter.

12. Letter of Bid and Priced Bill of Quantities

12.1 The Letter of Bid and Priced Bill of Quantities shall be prepared as per the Forms provided in Section VI - Bidding Forms. The forms must be completed without any alteration to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **specified**, alternative bids shall not be considered.

14. Bid Prices

14.1 The contract shall be for the whole works as described in **Section V - Works Requirements** based on the priced Bill of Quantities (BoQ) submitted by the Bidder.

14.2 The Bidder shall fill the rates and prices and line item total for all items of the works described in the Bill of Quantities along with total bid price rounded to the nearest rupee, as identified in **Section VI - Bidding Forms**. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items of works in the Bill of Quantities.

14.3 The price to be quoted in the 'Letter of Bid' in accordance with ITB Para 12.1 shall be the total price of the bid.

14.4 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in the BDS**. The bid submitted with adjustable price quotation shall be treated as non-responsive and shall be rejected.

14.5 All duties, taxes, and other levies payable by the Contractor under the Contract, shall be included in the rates and prices and the total bid price submitted by the Bidder.

15. Bid Currency

15.1 The bidders should submit its quote in Indian Rupees only.

15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

16. Documents establishing Bidder's Eligibility

16.1 To establish Bidder's eligibility in accordance with ITB Para 5, Bidders shall complete the Letter of Bid, and any other Form(s) included in Section VI: Bidding Forms.

16.2 The bidder's registration documents, in accordance with ITB Para 5.2 should be submitted by the bidders.

17. Documents establishing Bidder's Qualification

17.1 The documentary evidence of the Bidder's qualifications to perform the contract shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in **Section IV - Qualification and Evaluation Criteria**.

17.2 Bidders should submit all required information and documents, and fill all the forms as prescribed in **Section VI – Bidding Forms**.

18. Period of validity of Bids

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB Para 23.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

18.3 The Bidder who agrees to the extension of the period of validity of bids so requested by the Employer shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Employer will be final and binding in this regard.

19. Bid Processing Fee

19.1 The Bidders shall furnish as part of its bid, the bid processing fee (non-refundable), in the amount **if specified in the BDS**. The bid processing fee shall be in any of the following forms at the Bidder's option:

(a) Demand Draft / Banker's Cheque issued by Scheduled Bank in India; or

(b) Deposit through Digital mode **if specified in the BDS**;

20. Bid Security

20.1 The Bidder shall furnish as part of its bid, a bid security, of the amount as **specified in NIB & Section V - Works Requirements**.

20.2 Bidders belonging to Scheduled Caste (SC), Schedule Tribes (ST) Other Backward Classes (OBC) and any other class of bidders notified by government from time to time may deposit 50% of the stipulated amount of Bid Security, but, in such cases documentary proof regarding their caste issued by the competent authority must also be submitted along with the Bid.

20.3 The bid security shall be in any of the following forms at the Bidder's option:

- (a) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India;or
- (b) Bank Guarantee issued by a Scheduled Bank in India;or
- (c) Deposit through Digital mode **as specified in the BDS**;or
- (d) Any other form as specified in theBDS**

- 20.4 In case, bid security is submitted in form of Bank Guarantee, it should be submitted using the form provided in Section VI - Bidding Forms. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerned issuing Bank.
- 20.5 The Bid Security must remain valid for forty-five (45) days beyond the original or extended validity period of the bid.
- 20.6 Any bid not accompanied by a Bid Security as specified in ITB Para 20.2 and 20.3; and not secured as indicated in para 20.5 shall be rejected by the Employer as non-responsive.
- 20.7 The bid security of a bidder lying with the Employer, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents
- 20.8 The bid security originally deposited by a Bidder may be taken into consideration, in case bids are re-invited, if found valid, if **so specified in the BDS**. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.
- 20.9 The Bid Security of unsuccessful bidder shall be released within 15 (fifteen) working days after signing of Agreement and deposit of performance security by the successful bidder.
- 20.10 The Bid Security of successful Bidder shall be released upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 40. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful bidder furnishes the full amount of performance security, if **provided in the BDS**.
- 20.11 In case Employer decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.
- 20.12 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of bids.
- 20.13 The Bid Security deposited by a Bidder shall be forfeited in the following cases:
- (a) when the bidder withdraws or modifies its bid after opening of bids;
 - (b) when the bidder does not deposit the required performance security within the specified period; and

- (c) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per ITB Para3.

21. Format and Signing of Bids

- 21.1 The Bidder shall prepare and submit one original set of Bid and clearly mark it as "ORIGINAL" along with such number of additional copies thereof **as specified in the BDS**, marking these additional copies as "COPY" clearly. In the event of any discrepancy between the original bid and its copies, the contents of the original bid marked "ORIGINAL" shall prevail and be taken into account.
- 21.2 The original and all additional copies of the bid shall be typed or written in ink with all pages serially numbered and signed by the bidder or a person duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the BDS which shall be attached to the Bid.
- 21.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialled by the person signing the bid.

D. SUBMISSION AND OPENING OF BIDS

22. Sealing, Marking and Submission of Bids

- 22.1 Bidders may submit their bids by post or by hand or drop in the box earmarked by the Employer. Bids so submitted shall enclose the original and each copy of the bid in separately sealed envelopes duly marked as "ORIGINAL" and "COPY". The envelopes containing the original and the copies shall then be enclosed in one single sealed outer envelope.
- 22.2 The inner and outer envelopes shall bear the:
- a) name and complete address along with the mobile, telephone number and email address of the Bidder;
 - b) complete postal address of the Employer;
 - c) specific identification mark / Bid Ref. No. and subject matter of procurement;
 - d) a warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents
- 22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility about its consequences viz. misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Employer at the address and no later than the date and time specified in the BDS.

- 23.2 The date of submission and opening of bids shall not be extended except when—
- a) sufficient number of bids have not been received within the given time and the Employer is of the opinion that further bids are likely to be submitted if time is extended; or
 - b) the Bidding Documents are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective bidders appears to be insufficient for which such extension is required.
- 23.3 In cases where the time and date for submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 10, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended
- 23.4 If the due date for submission of bids is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

24. LateBids

- 24.1 The Employer's officer authorized to receive the bids shall not receive any bid that is submitted personally by hand after the time and date fixed for submission of bids under any circumstances.
- 24.2 Any bid which arrives by post after the deadline for submission of bids shall be declared and marked as "Late" and returned unopened to the bidder by registered post.

25. Withdrawal, Substitution and Modification ofBids

- 25.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the bidder or his representative authorized in writing and such letter of authority shall be enclosed with the bid. The corresponding substitution or modification of the bid contained in sealed envelopes as required must accompany the written notice. Such written notice shall be
- a) submitted in accordance with the Bidding Documents with the envelope clearly marked as "Withdrawal," "Substitution," or "Modification" as applicable, and
 - b) received by the officer authorized to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.
- 25.2 Bids requested to be withdrawn shall be returned unopened to the bidders.
- 25.3 No bid shall be withdrawn, substituted, or modified after the time and date fixed for receipt of bids as specified in the BDS.

26. Opening ofBids

- 26.1 The sealed bid box shall be opened by the Bid Opening Committee constituted by the

Employer at the time, date and place **as specified in the BDS** in the presence of the Bidders' authorized representatives who choose to be present, enabling them to watch the proceedings.

- 26.2 The Employer's officer authorized to receive bids shall also handover all the bids received by him up to the time and date for submission of bids to the convener of the Bid Opening Committee and obtain the signature of the convener of the Committee in the bids receipt register
- 26.3 Each bid received shall be opened by the Bid Opening Committee in the presence of the bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed, indicating date and time, by the members of the Committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as "a/n", where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by the specified time;
- 26.4 The Bid Opening Committee shall prepare a list of bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the name, e-mail and mobile telephone number of the representatives and the corresponding names and addresses of the bidders they represent. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all members of Bid Opening Committee indicating the date and time of opening of the bids.
- 26.5 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the concerned bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal which shall also be read out and recorded. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding bid shall be opened
- 26.6 Next, envelopes marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution which shall also be read out and recorded. Thereafter, envelopes marked as "MODIFICATION" shall be opened, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification which shall be read out and recorded.
- 26.7 All other envelopes shall be opened one at a time and the following details shall be read out and recorded-
 - (a) The name of the bidder and whether there is a substitution or modification;

- (b) the bid prices (per lot if applicable);
- (c) the bid security deposited; and
- (d) any other details as the Committee may consider appropriate.

- 26.8 After all the bids have been opened, these shall be initialed and dated on the first page of each bid by the members of the Bid Opening Committee. All the pages of the price schedule and letters etc. attached shall be initialed and dated by the members of the Committee. Key information such as prices, works completion schedule, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the Committee. The original and additional copies of the bid shall be marked accordingly. Alterations, corrections, additions, overwriting shall be initialed legibly to make it clear that such alterations, corrections, additions, overwriting existed in the bid at the time of opening.
- 26.9 No bid shall be rejected at the time of bid opening except the late bids, alternative bids if not permitted and bids not accompanied with the proof of payment or instrument of the required cost of bidding documents, processing fee or user charges and bid security.
- 26.10 The Bid Opening Committee shall prepare a record of the proceedings of the bid opening that shall include the name of the bidders and whether there is a withdrawal, substitution, or modification, the bid price, per lot, if applicable, any discounts and alternative offers if they were permitted, any conditions put by bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid security. The bidders or their representatives, who are present, shall sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Committee shall also sign the record noting the date;

E. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

- 27.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders
- 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Para 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

28. Preliminary Examination of Bids

- 28.1 The Bid Evaluation Committee constituted by the Employer shall conduct a preliminary

scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

- (a) that the bid is signed, as per the requirements listed in the Bidding Documents;
- (b) that the bid has been sealed as per instructions in the Bidding Documents;
- (c) the bid is valid for the period, specified in the Bidding Documents;
- (d) that the bid is accompanied by due Bid security;
- (e) that the bid is unconditional and that the bidder has agreed to give the required performance security; and
- (f) whether any other conditions specified in the Bidding Documents are fulfilled.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;
- 29.2 Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the Committee specifically shall not be considered;
- 29.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial bids;
- 29.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;
- 29.5 All communication generated as above shall be included in the record of the procurement proceedings.

30. Immaterial Non-conformities in Bids

- 30.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- 30.2 The bid evaluation committee may request the bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid;

30.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the bidder under ITB Para 30.2.

31. Determination of Responsiveness

31.1 The Bid Evaluation Committee constituted by the Employer shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;

31.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:-

- (a) "deviation" is a departure from the requirements specified in the Bidding Documents
- (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

31.3 A "material deviation, reservation, or omission" is one that,

(a) If accepted, shall-

- (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or

(b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;

31.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;

31.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

31.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

32. Nonconformities, Errors and Omissions

32.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any

nonconformities in the Bid.

- 32.2 Provided that a bid is substantially responsive, the Employer or authorized representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

33. Correction of Arithmetical Errors

- 33.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.
- 33.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 33.1, shall result in the rejection of the Bid.

34. Subcontractors

- 34.1 **Unless otherwise stated** in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer
- 34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section V. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section IV describes the qualification criteria for sub-contractors.

34.3 Bidders may propose subcontracting as **specified in the BDS**

35. Evaluation of Bids

35.1 The Employer/ Evaluation Committee shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

35.2 To evaluate a Bid, the Employer/ Evaluation Committee shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities.
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1
- (c) price adjustment due to discounts offered in accordance with ITB Para 14 and 35.3.
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3
- (e) the additional evaluation factors are **specified in Section IV - Evaluation and Qualification Criteria**

35.3 If Bidders are allowed to quote separate prices for different Packages / Lots (contracts), the methodology to determine the lowest evaluated price of the Packages / Lot (contracts) combinations, including any discounts offered in the Letter of Bid Form, **as specified in BDS and in Section IV - Evaluation and Qualification Criteria**

35.4 If the bid of the lowest Evaluated Bidder is seriously unbalanced or, front loaded in the opinion of the Employer/ Evaluation Committee, the Employer/ Evaluation Committee may require the Bidder to produce detailed price analyses for any or all items 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 analyses, taking into consideration the schedule of estimated Contract payments, the Employer/ Evaluation Committee may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract

35.5 If a bid contains several items in the Bill of Quantities, which are unrealistically priced low in comparison to the estimate cost of Works / Schedule of Rates, and which cannot be substantiated by the bidder, the Employer/ Evaluation Committee may reject the bid as non-responsive.

36. Comparison of Bids

36.1 The Employer/ Evaluation Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

36.2 The additional criteria for comparison of bid prices of substantially responsive bids are specified in **Section IV - Evaluation and Qualification Criteria**

37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Employer reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Employer shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. AWARD OF CONTRACT

38. Award of Contract

38.1 The Employer shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.

38.2 In the event if two or more bidders offering the same Bid Price, the Employer shall identify the bidder for award of contract on the basis of highest available bid capacity and complexity / volume of similar nature of works executed during any one of the last 5 years by the bidder as prime contractor as per the method **as described in Sub-Section C of Section IV – Evaluation and Qualification Criteria.**

38.3 The contract shall not be awarded to more than one bidder by splitting the work

39. Notification of Award

39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the selected bidder in consideration of the execution of works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price")

39.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 39.1, requests in writing the grounds on which its bid was not selected.

40. Performance Security

40.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Form included in Section IX - Contract Forms, or another Form acceptable to the Employer.

- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily provided the offered price is at par with the L1 price.
- 40.3 The validity of the performance security shall be for a period of 45 days beyond the defect liability period.

41. Signing of Contract

- 41.1 Promptly after issuing Notification of Award the Employer shall send the successful Bidder the Contract Agreement
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer

Section III – Bid Data Sheet (BDS)

The following specific data for the works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
	A. General
ITB 1.1	The reference number of the Notice Inviting Bids (NIB) is: <i>GER/CE/2008/2021/Part-C/14: dated: 11.12.2023</i> The Employer is: <i>Guwahati Municipal Corporation</i>
ITB 5.2	The bidders should fulfill the registration requirements stated below: 1. Must have valid GMC registration for Civil Contractors. 2. GST & PAN (Valid) 3. Contract Labour License (Valid) 4. Trade License issued by Competent authority (valid) and any other statutory requirements.
ITB 7.2	www.gmc.assam.gov.in
	B. Bidding Documents

ITB 8.1	<p>The Employer's address for the purpose of any clarification is: <i>Chief Engineer, GMC, Ulubari-7.</i></p> <p>Requests for clarification should be received by the Employer no later than: <i>7 days from submission deadline.</i></p>
ITB 8.2	<p>www.gmc.assam.gov.in[insert name of website(s) where the responses to clarifications requested by Bidders shall be officially published]</p>
ITB 9.1	<p>Pre-Bid Meeting shall be scheduled: No</p> <p>In case Pre-Bid Meeting is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under: [provide details as under]</p> <p>Name and designation of contact person: _____ Phone: _____ E-mail: _____ Venue: _____ _____ Time and Date: _____</p>
ITB 10.2	<p>www.gmc.assam.gov.in[insert name of website(s) where Amendment(s) shall be officially published]</p>
ITB 11.1 (ii)	<p>The following schedules shall be submitted with the bid: <u>Price Bid in Form</u></p>
<p>C. Preparation of Bids</p>	
ITB 11.1 (viii)	<p>The Bidder shall submit the following additional documents in its Bid: <u>Proof of Similar nature works of value atleast 50 % of the package value bid for.</u></p>
ITB 13.1	<p>Alternative Bids "shall not be" considered.</p>
ITB 14.4	<p>The price quoted by the bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account.</p>
ITB 18.1	<p>The bid validity period shall be 120 days.</p>
ITB 19.1	<p>Bid Processing Fee "shall be" required. Deposit through digital mode is "not permitted"</p>
ITB 20.3 (c)	<p>Bid Security deposit through digital mode is not permitted</p>

ITB 20.3 (d)	Other acceptable forms of Bid Security:F.D
ITB 20.8	In case bids are re-invited, the bid security originally deposited by a Bidder N.A [insert “shall be” / “shall not be”] considered.
ITB 20.9	Performance Security shall be 3% of accepted bid price/contract price.
ITB 20.10	The bid security “ shall be ” adjusted with the amount of performance security required from him. The bid security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder.
ITB 21.1	In addition to the original of the Bid, the number of copies required is: [insert numberofcopies]0.--NIL
ITB 21.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Letter of Authorisation/Power of Attorney
D. Submission and Opening of Bids	
ITB 23.1	Employer’s address for bid submissionis: <u>GMC Division-I,</u> The deadline for Bid Submissionis: <u>02.01.2024 at 2.00 P.M</u>
ITB 26.1	The bid opening shall take place at <u>GMC Division-I,II,III,IV,V,VI</u> The date and time for Bid openingis: <u>02.01.2024 at 2.00 P.M</u>
E. Evaluation and Comparison of Bids	
ITB 34.1	TheEmployer “ does not intend ”to execute certain specific parts of the Works by sub-contractors selected in advance.

<p>ITB 34.3</p>	<p>Subcontracting is permissible up to a certain proportion of the works less than 50% of the total contract value" as defined below:</p> <p>a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 0% of the total contract amount or 0% of the volume of work.</p> <p>b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate</p> <p>c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria. (Subcontracting is not permitted)</p>
<p>ITB 35.1</p>	<p>Evaluations shall be through Post Qualification methods for criterias as listed in Section IV and other terms of this bidding document.</p> <p>Illustration-</p> <p>Generally, after opening of single envelope bids, if L1 (lowest bid) is found to be substantially responsive without any material deviations/omissions or deficiencies, the evaluation shall conclude with recommendation for award to L1. In case material deficiencies are detected in the L1 bid, 2 nd lowest bidder shall be checked for responsiveness in same manner and so on.</p>
<p>ITB 35.3</p>	<p>Bids will be evaluated for "each Package" .</p>

Section IV – Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 35 and 36, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section VI - Bidding Forms.

1. Evaluation - ITB 35.2(e)

In addition to the criteria listed in ITB 35.2 (a) – (d), the following criteria shall apply.

Evaluation of the Bidder's Technical Bid will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in **Section V - Works Requirements**. Such an evaluation shall be based on the qualification criteria listed below.

2. QualificationCriteria:

A. Bidder should demonstrate that they fulfill the following qualificationCriteria:

- a) The bidder (together with its sub-contractor, if any) should have achieved a minimum annual average financial turnover in last three year (defined as a billing for works in progress and completed in all classes of civil engineering construction works only) over the last 5 (five) financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23)amountingto100 % of **Package value**.
- b) The bidder (as well as its sub-contractor, if any) must be a profit-making entity for the last 5 (five) financial years.
- c) The bidder (together with its sub-contractor, if any) should have satisfactorily completed, as a prime contractor (or as a nominated sub-contractor, where the sub-contractor involved in execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than **50% of the value of Package**.
- d) The bidder should demonstrate that they have availability (either owned or leased or to be purchased) of the following critical equipment for this work:

No .	Equipment Type and Characteristics	Minimum Number required
1	Excavator cum Loader	1
2	Static Roller (8 to 10 tonnes)	2
3	Water tanker with sprinkler (6KL)	1
4	Tipper	3

5	Water Pump (10 HP)	4
6	Welding Machine 10 HP	2
7	Diesel Electric Generator 35 KVA	2
8	Needle vibrators	4
9	Concrete Pump with all accessories (10 Cum/Hr)	1

- e) The bidder should have availability for this work, personnel with adequate qualification and experience as required below: ***[insert list of personnel (their position / specialization with required qualification and relevant workexperience)]***

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	J.E	Atleast diploma in Civil Engineering	3 years
2	Supervisor	HS pass	2 years

- f) The bidder should have Liquid Assets / credit facility of not less than the amount of 50% of estimated package value.

The bidder should submit Credit line / Letter of Credit / Certificate from Its Banker for meeting the fund requirement for execution of works.

B. To qualify for a package of contracts made up of this contract (in case bids are invited for multiple packages), bidder should demonstrate having experience and resources sufficiently to meet the qualification criteria for the contracts.

C. In case bids are invited in multiple lots, the bid capacity shall be assessed as follows: The 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:

Assessed Available Bid Capacity = (A X N X 2 - B) (Ref. ITB

Para 35.3) Where

A= Maximum value of civil Engineering works executed in any single year during the last five years (updated to the price level of the financial year__ @5% per year indicated 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 (period of 6 months to be taken as (1/2) half-year and more than six months as one year)

B= Value, at the current price level, of the existing commitments on on-going

works to be completed during the period of completion of the works for which bids are invited).

Note: The Statements showing the value of existing commitments and ongoing 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.

Section V – Works Requirements

The works involve packages as defined in Detailed NIT and list of packages. The items are PWD SOR items and standard items for civil works. Verification of site conditions is allowed after intimating Chief Engineer GMC, prior to submission of bid.

“Equivalency of Standards and Codes

Standards of APWD shall be applicable for the works in addition to standard practices of civil works.

Section VI - Bidding Forms

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Letter of Bid

The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: _____ [insert date of Bid Submission]

Bid Ref. No.: _____ **[insert number of bidding process]**

To: **[insert complete name of Employer]**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (c) We offer to execute in conformity with the Bidding Documents the following Works:.....
.....
.....
.
- (d) The total price of our Bid, excluding any discounts offered in item (e) below is:
- i. In case of only one lot, total price of the Bid =
Rs. /-
 - ii. ~~In case of multiple lots, total price of each lot~~ **[insert the total price of each lot in words and figures]:**
 - iii. ~~In case of multiple lots, total price of all lots (sum of all lots)~~ **[insert the total price of all lots in words and figures]:**
- (e) ~~The discounts offered and the methodology for their application are:~~
- ~~i. The discounts offered are: **[specify in detail each discount offered]**~~
 - ~~ii. The exact method of calculations to determine the net price after application of discounts is shown below: **[Specify in detail the method that shall be used to apply the discounts]:**~~
- (f) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

- (h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2, other than alternative bids submitted in accordance with ITB13;
- (i) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity prescribed in ITB Para 3 of the Bidding Documents.
- (k) We hereby certify that we are neither associated nor have been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract.
- (l) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority
- (m) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have our company's affairs administered by a court or a judicial officer, not have its business activities suspended and are not subjected to legal proceedings for any of the foregoing reasons;
- (n) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (o) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (q) We accept the appointment of the person named in SCC as the Adjudicator. OR We do not accept the appointment of the person named in SCC as the Adjudicator, and propose that (insert name) be appointed as Adjudicator, whose daily fee and biographical data are attached.

Name of the Bidder _____

Name of the person duly authorized to _____

sign the Bid on behalf of the Bidder

Title of the person signing the Bid

Signature of the person named above

Date signed

**Bill of Quantities
(FINANCIAL FORM)**

PACKAGE DETAILS/Name of work-.....

Tender No. with Package No-

Bidder Name and details-.....

Estimated Cost- INR**(As per Bid Document details)**

Bidders Quote-INR..... **(Inclusive of taxes,duties, levies etc)**

Percentage (Above/Below)%

Note – for determination of price breakup or itemwise breakup, the basis shall be APWD SOR and the approved estimate.

Seal Sign of the Bidder

Form of Bid Security (Bank Guarantee)
[Guarantor letterhead]

Beneficiary: *[Insert name and address of the Employer]*

Bid Ref. No: *[Insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bid Ref. No. *[insert number]* ("the Bid Ref. No.").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, fails to execute the Contract Agreement in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding Documents.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period..

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Technical Proposal Forms

Form TECH-1: Site Organization

[insert Site Organization information]

Form TECH-2: Mobilization Schedule

[insert Mobilization Schedule]

Form TECH-3: Construction Schedule

[insert Construction Schedule]

Form ELIG -1.1: Information Form for Bidder

Date: _____

Bid Ref. No.andtitle: _____

Bidder's name
Bidder's Constitution or Legal Status: <i>[attach copy of Constitution, Article and Memorandum of Association]</i>
Bidder's year of incorporation:
Bidder's Place of Business / legal address:
Bidder's Registration Status as approved Contractor: <i>[provide details of registering authority, class of registration, and its validity. [attach Registration Certificate(s)]</i>
Bidder's authorized representative information Name: _____ Address: _____ _____ Telephone/Faxnumbers: _____ E-mailaddress: _____
Bidder's authorized Signatory of Bid Name: _____ Address: _____ _____ Telephone/Faxnumbers: _____ _____ E-mailaddress: _____

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB4.3.
- Annual Financial Statement / Audited Balance Sheets of Last 5 (five) Financial Years (F.Y. _____, F.Y. _____, F.Y. _____, F.Y. _____ and F.Y. _____).
- Attach Power of Attorney in name of Bidder's Authorized Signatory of Bid
- Attach Bidder's Registration Certificate as 'Approved Contractor'

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELIG -1.2: Information Form for Sub-Contractors

(to be completed for each Sub-Contractor)

Date: _____

Bid Ref. No. and title: _____

Sub-Contractor's name:
Sub-Contractor's Constitution or Legal Status: <i>[attached copy of Constitution, Article and Memorandum of Association]</i>
Sub-Contractor's year of incorporation:
Sub-Contractor's Place of Business / legal address:
Sub-Contractor's Registration Status as approved Contractor: [provide details of registering authority, class of registration, and its validity. [attach Registration Certificate(s)]]
Sub-Contractor's authorized representative information Name: _____ _____
Address: _____
Telephone/Fax numbers: _____
E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB4.3.</p> <p><input type="checkbox"/> Annual Financial Statement / Audited Balance Sheets of Last 5 (five) Financial Years (F.Y. _____, F.Y. _____, F.Y. _____, F.Y. _____ and F.Y. _____).</p> <p><input type="checkbox"/> Attach Sub-Contractor's Registration Certificate as 'Approved Contractor'</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form QUAL-1: Annual Financial Turnover

(Ref: Para 2.A.(a) of Section IV: Evaluation and Qualification Criteria)

For Prime Bidder: Name of Bidder: _____

Financial Year	Annual Financial Turnover (Rs. Cr.) (billing for works in progress and completed in all class engineering construction works only)
F.Y. ____	
F.Y. ____	
F.Y. ____	
F.Y. ____	
F.Y. ____	

Note: Attach Certificate issued by a Chartered accountant)

For Sub-contractor: Name of Sub-Contractor: _____

Financial Year	Annual Financial Turnover (Rs. Cr.) (billing for works in progress and completed in all class engineering construction works only)
F.Y. ____	
F.Y. ____	
F.Y. ____	
F.Y. ____	
F.Y. ____	

Note: Attach Certificate issued by a Chartered accountant. The credentials of Sub-contractor shall be considered for evaluation of Technical Bid subject to inclusion of proposal of sub-contract in the respective Contract Agreement. Further, work experience certificate of Sub-contractor should be vetted by both Employer and Main Contractor)

Form QUAL-2: Satisfactory Completion of Similar Contracts

(Ref: Para 2.A.(c) of Section IV: Evaluation and Qualification Criteria)

For Prime Bidder: Name of Bidder: _____

Sl. No	Name of Employer	Brief Description of Work	Contract No.	Date of Issue of Work Order/ Contract	Value Of Contract (Rs)	Stipulated period of completion of work	Actual date of completion	Remarks Explaining reasons for delay, if any

Note: Attach Certificate issued by Engineer-In-Chief / Competent Authority of Employer

For Sub-Contractor (use separate table for each of the Sub-Contractors): Name of Cob- Contractor: _____

Sl. No	Name of Employer	Brief Description of Work	Contract No.	Date of Issue of Work Order / Contract	Value of Contract (Rs.)	Stipulated period of Completion of Work	Actual date of completion	Remarks explaining reasons for delay, if any

Note: Attach Certificate issued by Engineer-In-Chief / Competent Authority of Employer

NOT APPLICABLE

Form QUAL-3: Satisfactory Completion of Electrical Works

(Ref: Para 2.A.(d) of Section IV: Evaluation and Qualification Criteria)

For Prime Bidder: Name of Bidder: _____

a) Do you possess valid Electrical license for executing Electrical Work? **Yes /No**
[If Yes, attached such a License].

b) In case, answer to the above question is 'No', have you entered into a collaboration/tie-up arrangement with such license holder having requisite experience? **Yes /No.**

[If 'No, attach a collaboration / tie-up agreement registered in Court]

c) Fill the table giving information as required.

Sl. No.	Name of Employee	Brief Description of electrical work	Contract No.	Date of Issue of work-order/- contract	Value of Contract (Rs)	Stipulated period of completion of work	Actual date of completion	Remarks Explaining reasons for delay, if any

Note: Attach Certificate issued by Engineer-In-Chief / Competent Authority of Employer

For Sub-Contractor (use separate table for each of the Sub-Contractors): Name of Sub-Contractor: _____

a) Does the Sub-Contractor possess valid Electrical license for executing Electrical Work? **Yes / No**
[If Yes, attached such a License]

b) Fill the table giving information as required.

Sl. No.	Name of Employee	Brief Description of electrical work	Contract No.	Date of Issue of work-order/- contract	Value of Contract (Rs)	Stipulated period of completion of work	Actual date of completion	Remarks Explaining reasons for delay, if any

Note: Attach Certificate issued by Engineer-In-Chief / Competent Authority of Employer

NOT APPLICABLE

~~Form QUAL-4: License for Executing Anti-Termite Works~~

~~(Ref: Para 2.A.(e) of Section IV: Evaluation and Qualification Criteria)~~

~~**For Prime Bidder:** Name of Bidder: _____~~

- ~~a) Do you possess valid license for executing anti termite Work? **Yes /No**
[If Yes, you will be required to submit such a License at the time of signing of agreement].~~
- ~~b) In case, answer to the above question is 'No', have you planned to entered into a collaboration/tie-up arrangement with such license holder?
Yes /No.~~

~~**For Sub-Contractor** (use separate table for each of the Sub-Contractors): Name of Sub-Contractor: _____~~

- ~~a) Does the Sub-Contractor possess valid license for executing anti termite Work? **Yes /No**
[If Yes, you will be required to submit such a License at the time of signing of agreement].~~

NOT APPLICABLE

~~Form QUAL-5: License for Executing Fire-Fighting Work~~

~~(Ref: Para 2.A.(f) of Section IV: Evaluation and Qualification Criteria)~~

~~**For Prime Bidder:** Name of Bidder: _____~~

- ~~a) Do you possess valid license for executing Fire-fighting Work? **Yes /No**
[If Yes, you will be required to submit such a License from a competent authority at the time of signing of contract].~~
- ~~b) In case, answer to the above question is 'No', have you planned to get such a license upto the time of award of contract? **Yes /No.**~~

~~**For Sub-Contractor** (use separate table for each of the Sub-Contractors): Name of Job Contractor: _____~~

- ~~a) Does the Sub-Contractor possess valid license for executing anti-termite Work? **Yes /No**
[If Yes, you will be required to submit such a License at the time of signing of agreement].~~

NOT APPLICABLE

Form QUAL-6: Execution of Minimum Quantities of Works

(Ref: Para 2.A.(g) of Section IV: Evaluation and Qualification Criteria)

For Prime Bidder: Name of Bidder: _____

Financial Year	Name of Work	Name of Employer	Quantities of Works performed			Remarks (attach contract ref. no. and Certificate issued by Executive Engineer/Competent Authority)
			Cement Concrete (including RCC and PCC) (in Cubic Meters)	Brick Work (in Cubic Meters)	Steel reinforcement (In Qtl.)	
F.Y. ____						
F.Y. ____						
F.Y. ____						
F.Y. ____						
F.Y. ____						

For Sub-Contractor (use separate table for each of the Sub-Contractors): Name of Sub-Contractor: _____

Financial Year	Name of Work	Name of Employer	Quantities of Works performed			Remarks (attach contract ref. no. and Certificate issued by Executive Engineer/Competent Authority)
			Cement Concrete (including RCC and PCC) (in Cubic Meters)	Brick Work (in Cubic Meters)	Steel reinforcement (In Qtl.)	
F.Y. ____						
F.Y. ____						
F.Y. ____						
F.Y. ____						
F.Y. ____						

Form QUAL-8: Availability of Contractor's Key Personnel

(Ref: Para 2.A.(i) of Section IV: Evaluation and Qualification Criteria)

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract.

Note: The bidder should also provide Photographs of each Key Personnel along with their PAN Cards.

Key Personnel

1.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
2.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
3.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>

Submit Resume in the format below for each Key Personnel along with Declaration:

Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
{Paste Photograph }	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
Details		
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form correctly describes myself, my qualifications and experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.
- (d) I have attached copy of my PAN card

Name of Key Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Form QUAL-9: Availability of Liquid Assets / Credit Facility

(Ref: Para 2.A.(j) of Section IV: Evaluation and Qualification Criteria)

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts

Source of financing	Amount (Rs.)
1.	
2.	
3.	
4.	

Please submit Credit line / Letter of Credit / Certificate from Its Banker for meeting the fund requirement for execution of works.

Form QUAL-10: Information on Bid Capacity

(Ref: Para 2.C. of Section IV: Evaluation and Qualification Criteria)

A) Works Completed / Executed and Work-in-progress:

Sr. No.	Financial Year	Value of Civil Engineering works executed/ completed/work-in-progress(Rs.inLakh)
1		
2		
3		
4		
5		

Note: Certificate issued by Chartered Accountant should be submitted.

B) Existing Commitments and on-going Works:

Description of Work	Place & State	Contract No.	Name and address of Employer	Value of Contract (Rs.)	Stipulated period of Completion	Value of works remaining to be completed (Rs.)	Anticipated date of Completion

Note: Certificate issued by Chartered Accountant should be submitted.

General Conditions of Contract

A. General

1. Definitions 1.1 The terms used in the Contract are defined below:

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) SCC means Special Conditions of Contract
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (h) 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 GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

- (l) Days are calendar days; months are calendar months.
- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor on the latter's cost.
- (p) The Defects Liability Period is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, typewritten, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price mentioned in the Letter of Acceptance.
- (v) 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 SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) The Site is the area **defined as such in the SCC**.
- (aa) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (bb) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (cc) The Start Date is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (dd) 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.
- (ee) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ff) A Variation is an instruction given by the Project Manager which varies the Works.
- (gg) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC**.

2. Interpretation 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically

defined. The Project Manager shall provide instructions clarifying queries about these GCC.

- 2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Special Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,

- (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities, and
 - (i) any other document **listed in the SCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract shall be English.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the law or regulations of Union of India and State of Assam
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall 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, as **referred to in the SCC**. The Contractor shall 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 and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or 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.
- 9.3 If the Employer/ Project Manager determines, that any employee of the Contractor be determined to have engaged in practices in contravention to Code of Integrity as defined in GCC Clause 25, during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

- 11.1 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the CompletionDate,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the CompletionDate.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

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

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types required to rectify the loss or damage incurred.

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

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

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

- 14. Site Data** 14.1 The Contractor shall be deemed to have examined any Site Data referred to in the SCC, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety and Protection of the Environment** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

**20. Possession
of the Site**

20.1 The Employer shall give possession of the Site to the Contractor in full or in parts as specified in the SCC. If possession of a part is not given as **stated in the SCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 The Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, the Employer and/or persons appointed by the Employer to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Employer if requested by the Employer.
- 23. Appointment of the Adjudicator** 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. The name of Adjudicator proposed by the Employer is **provided in the SCC**. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for Disputes Resolution** 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the **types specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the **places specified in the SCC**.

25. Code of Integrity

25.1 The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Contractors and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

25.2 Govt. of Assam prescribes to the Employer and Contractors to uphold the Code of Integrity, which prohibits officers or employees of Employer or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency,

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- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract ;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly,

25.3 In case of any breach of the Code of Integrity by a contractor, as the case may be, the Employer after giving a reasonable opportunity of being heard, may take appropriate measures including–

- d) exclusion of the contractor from the procurement process;
- e) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- f) forfeiture or encashment of any other security or bond relating to procurement;
- g) recovery of payments made by the Employer along with interest thereon at bank rate;
- h) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- i) debarment of the contractor from participation in future procurements of any Procuring Entity for a period not exceeding three years

B. Time Control

26. Program

26.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements,

order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated** in **the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated** in **the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Employer on the recommendation of the Project Manager 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, which would cause the Contractor to incur additional cost.

27.2 The Employer on the recommendation of the Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting

information. If the Contractor has failed to give early

warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration 28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor or. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**29. Delays
Ordered by
the Project
Manager**

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**30. Management
Meetings**

30.1 Either the Project Manager 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.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**31. Early
Warning**

31.1 The Contractor shall warn the Project Manager 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 the Works. The Project Manager 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 shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager 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 Project Manager.

C. Quality Control

**32. Identifying
Defects**

32.1 The Project Manager 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 Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. Tests

33.1 If the Project Manager 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. If there is no Defect, the test shall be a CompensationEvent.

34. Correction of Defects

34.1 The Project Manager 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 SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.1 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice at the Contractor's own cost.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

36. Contract Price

D. Cost Control

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price

37.1 The Project Manager shall not adjust rates from changes in quantities without the prior approval of the Employer.

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

38.1 All Variations shall be included in updated Programs produced by the Contractor.

38.2 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

38.3 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 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.

39. Cash Flow Forecasts

39.1 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager 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.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention, as the case may be. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor may claim interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate of interest **as provided in SCC.**

41.2 If an amount certified is increased in a later certificate or 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.

41.3 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41.4 The document of Forest Royalty submitted by the bidder during process of payment, certificate shall be verified and confirmed from the competent authority of Forest Department.

42. Compensation Events

42.1 The following shall be deemed as Compensation Events:

- (a) The Employer does not give access to a part of the Site pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager does not issue Drawings,

Specificatio
ns, or
instructions
required for
execution of

Works on time

- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager 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) The effects on the Contractor of any of the Employer's Risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager, with prior approval from Employer, shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly by the Employer..

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

cooperated with the Project Manager.

43. Tax

43.1 The Employer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price..

44. Currency

44.1 The payments shall be made in Indian Rupees only.

**45. Price
Adjustment**

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC and in the manner provided therein.

46. Retention

Deleted.

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor may claim interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rates specified **in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the

Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities 50.1 The Performance Security 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 **specified in the SCC**, . The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

- 51. Dayworks** 51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 52. Cost of Repairs** 52.1 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 period 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

- 53. Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects 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 Project Manager 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 Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (d) the Project Manager 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 Project Manager;
- (e) the Contractor does not maintain a Security, which is required;
- (f) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (g) if the Contractor, in the judgment of the Employer, has acted in contravention of the Code of Integrity prescribed in GCC Clause 25, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

**58. Payment
upon
Termination**

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and materials supplied less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the SCC**. 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.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, materials supplied, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works., and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 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 Project Manager 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 a commitment was made.

Section VIII. Special Conditions of Contract

Except where otherwise specified, all SCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (s)	The Employer is <i>Commissioner, GMC</i>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>3 Months from issuance of Work Order.</i>
GCC 1.1 (y)	The Project Manager is
GCC 1.1 (aa)	The Site is located atand is defined in drawings No.
GCC 1.1 (dd)	The Start Date shall be
GCC 1.1 (hh)	The Works consist of
GCC 2.2	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>
GCC 2.3(i)	The following documents also form part of the Contract: Issued bid document with issued amendments (if any), Bidders Bid.
GCC 5.1	The Project manager <i>[may or may not]</i> delegate any of his duties and responsibilities.
GCC 9.1	<p>Key Personnel</p> <p>GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the</p>

	Key Personnel and use the equipment identified in its Bid, to carryout the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in theBid.
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <i>Performance Security value.</i> (b) For loss or damage to Equipment: <i>Performance Security value.</i> (c) for loss or damage to property (except the Works, Plant,Materials, and Equipment) in connection with Contract <i>Performance Security value.</i> (d) for personal injury ordeath: (i) of the Contractor’s employees: Compensation for such injuries ordeath (ii) of other people:Compensation for such injuries ordeath
GCC 14.1	Site Data are: <i>[list Site Data].....</i>
GCC 20.1	The Site Possession timelines shall be: <i>[insert location(s) and date(s), as required]</i>
GCC 23.1	The name of Adjudicator proposed by theEmployeris _____ <i>[inser t name ofAdjudicator]</i>
GCC 23.1 & 23.2	Appointing Authority for the Arbitrator: <i>[insert name of Authority]... Commissioner, GMC</i>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses].</i>
GCC 24.4	Institution whose arbitration procedures shall be used:
B. Time Control	

GCC 26.1	The Contractor shall submit for approval a Program for the Works within 7days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 7days.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 45.1	The Contract <i>"is not"</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>"does not"</i> apply.
GCC 46.1	The proportion of payments retained is: 8 %
GCC 47.1	The liquidated damages for the whole of the Works are 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is 8% of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is [insert percentage of final Contract Price] per day. The maximum amount of Bonus for the whole of the Works is [insert percentage] of the final Contract Price.
	[If early completion would provide benefits to the Employer, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]
GCC 49.1	The Advance Payments shall be: <i>Not applicable</i>
GCC 50.1	Performance Security in the form of any one of the forms viz. Bank Guarantee or FDR or TDR issued by any commercial scheduled Bank or any other form acceptable to the Employer : in the amount of Rs. [insert related figure] percent of the Accepted Contract Amount.
E. Finishing the Contract	

GCC 56.1	The date by which operating and maintenance manuals are required is <i>[insert date]</i> . The date by which “as built” drawings are required is <i>[insert date]</i> .
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[insert amount]</i> .
GCC 57.2 (g)	The maximum number of days is: <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i> .
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>[insert percentage]</i> .

Section – IX Contract Form

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the.....day of.....,....., between.....
[name of the Employer]..... (hereinafter “the Employer”), of the one part, and.....
[name of the Contractor]..... (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **[name of the Contract]**

. . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including Appendices;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities; and
 - (i) any other document **listed in the SCC** as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects

therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India, on the day, month and year specified above.

Signed by:

Signed by:

.....

.....

for and on behalf of the Employer for and on behalf of the Contractor

in the presence of:

in the presence of:

.....
Witness, Name, Signature,
Address, Date

.....
Witness, Name, Signature, Address,
Date

Letter of Acceptance

[on letterhead paper of the Employer]

..... **date**

To: *[insert name and address of the Contractor]*

Subject: **Contract No.**

This is to notify you that your Bid dated _____ *[insert **date of bid submitted by the bidder**]* for the execution of _____ *[insert **brief description of work**]* against Bid Invitation Ref. No. _____ *(insert **Bid Ref. No.**)* is hereby accepted by the Employer for the Contract Amount of Rs. _____ *[insert **amount in numbers and words**]*, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the *of* the Performance Security Form included in Section IX, Contract Forms of the Bidding Documents.

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

Performance Security (Bank Guarantee)

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee referencenumber]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Contractor]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*_____*) *[insert amount in words]*,¹ such sum being payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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- ¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any.*
- ² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Advance Payment Security

[Guarantor letterhead]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with *[insert name of contract and brief description of Works]* the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* (*[insert amount in words]*) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of the Beneficiary's complying demands supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) Has used the *[insert amount in figures]* advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor *[insert name and address of Applicant's bank]* of *[insert name and address of Applicant's bank]* a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of

the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, _____ upon _____ our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted.

Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.
