

# GOVERNMENT OF ASSAM



सत्यमेव जयते

**PUBLIC WORKS DEPARTMENT  
(BUILDING WING)**

## **BIDDING DOCUMENT**

**Name of work:-** - Improvement of Assam Administrative Staff College, Guwahati-22.  
(Package No. I,II,III & IV)

**OFFICE OF THE CHIEF ENGINEER, P.W.D., BUILDING  
ASSAM, CHANDMARI, GUWAHATI.**

**GOVERNMENT OF ASSAM  
OFFICE OF THE CHIEF ENGINEER PWD (BUILDING) ASSAM, CHANDMARI,  
GUWAHATI-3.**

AGGREEMENT NO/TENDER NO:-

**NATIONAL/LOCAL COMPETITIVE BIDDING**

**Name of work** : - **Improvement of Assam Administrative Staff College, Guwahati-22.**  
(As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5  
Dt.14.11.2011. )

**Download of Tender:**

Through Website : - **22.11.2011**(15,31 Hrs.) to **25.11.2011** (16.30 Hrs.)

Last date of Online preparation  
Hash submission of Financial Bid. : -FROM **25.11.2011** (16.31 Hrs) to **29.11.2011**  
(14-00 Hrs).

Last date and time of  
manual submission of Tech. Bid. :- **29.11.2011** (10.01 Hrs) to **29.11.2011** (14.00 hrs)

Technical Bid Opening : - Date - **30.11.2011** (11.01 Hours.) to **30.11.2011**  
(16.00 Hours.)

PLACE OF OPENING BIDS : Office of the Chief Engineer, PWD (Bldg.), Assam.  
Chandmari, Guwahati-3

OFFICER INVITING BIDS : Chief Engineer, PWD (Bldg.), Assam, Chandmari,  
Guwahati-781003.

INVITATION FOR BID  
**(IFB)**

**GOVERNMENT OF ASSAM  
OFFICE OF THE CHIEF ENGINEER:: PWD BUILDING:: ASSAM::GUWAHATI-3**

**PRESS NOTICE**

No. CS/CE/REC/49/2011/5

Dated Guwahati the, 14<sup>th</sup> November, 2011.

The Chief Engineer, PWD (Building), Assam, on behalf of the Governor of Assam, invites bids for the Construction of works as detailed in the **Table-I** with a validity of 180 (one hundred eighty) days from the date of opening of the tender from registered P.W.D **Class-I(A&B ) contractor For Package No.I to IV and Class-I(C) contractor for Package No I &III.**

Details of the bids may be seen in the P.W.D portal [assam.etenders.in](http://assam.etenders.in) and also in the office of the undersigned during office hours.

The Bidders must be registered with the E-tendering system provider. The bidder is to submit their technical bids manually only. The last date & time for manual submission of Technical Bid and online submission of financial bid will be as per tender schedule.

Tender documents will be received in the O/o the Chief Engineer, P.W.D (Bldg.), Assam, Chandmari, Guwahati-3 , as per Tender Schedule for the Work. Bidder should submit duly attested copy of up-to date registration certificate, VAT clearance certificate, and Pan Card and Power of Attorney in case of Firm.

1. Cost of Bidding documents as stated in the below **Table-I** should be drawn in favour of Assam State Road Board, Maintenance (Road) Fund **A/C No. 10566991479** of SBI payable at Guwahati in the form of Bank draft / Bankers Cheque from any Nationalized Bank. Bids without requisite Cost of bidding documents shall be summarily rejected.
2. Bid must be accompanied by Bid Security of the amount specified for the work **in the form of FDR/BG/** pledged in favour of the concerned Executive Engineer, PWD as stated in the below **Table-I**. The Bank guarantee (or other instruments having fixed validity, if submitted) shall be valid for 45 (forty five) days beyond the validity period of 180(One hundred and eighty) days. Bids without requisite Bid Security shall be summarily rejected.
3. Technical bid must be submitted along with Bid security and cost of Bid document
4. The quoted rate should be inclusive of all taxes current in the state of Assam.
5. All terms and conditions will be as per the Bidding Documents.
6. The Press Notice will form a part of the Bidding Documents.

**Name of work:-** Improvement of Assam Administrative Staff College, Guwahati-22.

**TABLE-I**

Package No.	Name of Work	Approx. Bid Value (in Rs.)	Cost of Bidding Document (in Rs.)	Bid Security (in Rs.)		Bid Security Money is to be pledged in favour of
				General Category	Reserved Category	
I	Improvement of Assam Administrative Staff College, Guwahati-22 by Repairing and Retrofitting Works of Grade-III, Grade-IV, Professors, Lecturer Quarter, Hostel Block-C & Hotel Dining.	86,44,598.00	2,600.00	1,73,000/	86,500/	Executive Engineer, PWD, P.C.C Division, Dispur, Guwahati-6
II	Improvement of Assam Administrative Staff College, Guwahati-22 by Renovation of Grade-III, Grade-IV, Professors and Lecturer Quarter.	1,19,02,324.00	3,600.00	2,38,000/	1,19,000/	
III	Vertical extension of 3 (three) Nos. of Grade-III Quarters (Assam Type 2(two) units in the 2 <sup>nd</sup> Floor- Total 6 (six) units) of Assam Administrative Staff College, Guwahati-22.	60,75,981.00	1,850.00	1,21,500/	60,750/	
IV	Improvement and modernization of Sports Complex at Assam Administrative Staff College, Guwahati-22.	1,95,40,000.00	5,900.00	3,90,000/	1,95,000/	

**Chief Engineer, PWD (Bldg.)  
Assam, Guwahati-3.**

Memo No. CS/CE/REC/49/2011/5 -A

Dated Guwahati the, 14<sup>th</sup> November, 2011.

Copy to:-

1. The Commissioner and Special Secy. to the Govt. of Assam P.W. (Bldg. & NH) Department, Dispur, Guwahati-6 for favour of information.
2. The P.S to the Principal Secretary, AR & T,Block-A (4<sup>th</sup> Floor),Assam Secretariate,Dispur,Guwahati-6 for favour of information.
3. The Director of Information and Public Relation, Govt of Assam, Dispur, Guwahati- 6 with a request to publish the Notice in one issue of widely circulated English daily in **The Assam Tribune** and Assamese News papers on or before **20.11.2011**.  
Encl:-4 (Four) Spare copies.
4. The Director, Printing and Stationery, Bamunimaidan, Guwahati- 21. for information with a request to Publish the notice in Assam Gazette on or before **20.11.2011**Encl:-**4**(four) Spare copies.
5. The Superintending Engineer, PWD, Guwahati Building Circle-I, Fancy Bazar,Guwahati- I for information and wide circulation. Encl:-2 (two) Spare copies.
6. The Executive Engineer, PWD,PCC Division,Dispur,Guwahati-6 for information and wide circulation Encl:- 2 (two) Spare Copies.
7. M/S Next Tenders India Pvt. Ltd Camp:- Guwahati, for information with a request to publish the Notice in their website.
8. Notice Board.

**Chief Engineer, PWD (Bldg.)  
Assam, Guwahati-3.**

**Name of work:- Improvement of Assam Administrative Staff College, Guwahati-22.**

**Tender Schedule**

Page No	PWD Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Release Tender		21.11.2011 10.00 Hrs.	22.11.2011 15.30 Hrs.
2		Download of Tender Through website	22.11.2011 15.31 Hrs.	25.11.2011 16.30 Hrs.
3		Online preparation Hash Submission of Financial Bid.	25.11.2011 16.01 Hrs.	29.11.2011 14.00 Hrs.
4	Technical and Financial Lock		29.11.2011 14.01 Hrs.	29.11.2011 16.00 Hrs.
5		Re-encryption of online bids	29.11.2011 16.01 Hrs.	30.11.2011 11.00 Hrs.
6	Technical Bid Opening		30.11.2011 11.01 Hrs.	30.11.2011 16.00 Hrs.
7	Evaluation of Technical Bid.		30.11.2011 16.01 Hrs.	05.12.2011 11.00 Hrs.
8	Financial bid Opening		05.12.2011 11.01 Hrs.	05.12.2011 16.00 Hrs.
9	Evaluation of financial Bid		05.12.2011 16.01 Hrs.	08.12.2011 16.00 Hrs.
10	Award of Contract		08.12.2011 16.01 Hrs.	12.12.2011 14.00 Hrs.

- N.B.** :- 1. Technical Bid should be submitted manually on or before 29.11.2011 (up to 14.00 Hrs.)  
2. Financial Bid should be submitted 'On Line' Only.  
3. Pre bid meeting on 28.11.2011 at 11.00 Hour's

**Chief Engineer, P.W.D. (Bldg.)  
Assam, Guwahati-3.**

## Notice Inviting Tenders

### GOVERNMENT OF ASSAM OFFICE OF THE CHIEF ENGINEER, PWD (BLDG), ASSAM

**1.:**

The Chief Engineer, PWD (Building), Assam, on behalf of The Governor of Assam, invites the item rate bids from the eligible Contractors for each of the following works:-

**Name of Work: Improvement of Assam Administrative Staff College, Guwahati-22.**  
(As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5  
Dt.14.11.2011. )

**Division: As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5**  
Dt.14.11.2011. )

**Approximate Estimated Cost (Rs.)::**  
As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5 Dt.14.11.2011.

**Earnest Money / Bid Security:**  
As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5 Dt.14.11.2011.

**Time Allowed for completion:**  
**3(three) Months**

**Cost of Tender (Rs.):**  
As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5 Dt.14.11.2011.

**Last date and time for downloading Tender Document:**  
As per the tender schedule

**Time and date of opening of tender:**  
As per the tender schedule

**Place of Sale of documents:**  
Online

**2.:**

The bidders can download the bidding document directly from the Internet site <http://pwd.as.nextenders.co.in> and have to paid cost of bidding document/tender as mentioned in the Bidding Document. The same should have to be submitted in a separate envelope marked cost of bidding document with the technical paper. The cost of tender Bid will have to be any one of the form as specified in Press Notice



The site for the work is available.

**3.:**

The following bid documents are available online

1. Main tender document (This document) Consisting of Schedule of Quantities, Appendix to ITB, Form of Bid
2. Part I conditions of contract (Downloadable from Home Page -> Other Information)
3. Standard Forms (Downloadable from Home Page -> Other Information)
4. Plans, specifications, drawings, of work to be done can be seen in the office of the Chief Engineer, PWD (Building), Assam, REC Branch between hours of 11.00 A.M. to 04.00 P.M. on any working day between Start for 'Purchase Tender' to Expiry Date for 'Online Bid Hash, Submit EMD, Tech, Paper Financial' as specified in the 'Tender Schedule'.

**4:** Place of sale of documents: Online

**5.:**

Bids will be opened at the start time for 'Open Technical' and 'Open Financial' (Separately for Technical and Financial Part) as specified in the Tender Schedule from the office of the Chief Engineer, PWD (Building), Assam, Chandmari, Guwahati-3. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

Financial bids of technically qualified bidders will be opened only.

**6.:**

**Bid Security** of the amount specified for the work has to reach the employer **as specified in ITB clause 16.1 The Bid security** will have to be in any one of the forms **as specified in Press Notice** : The Bid Security should have to be submitted in a separate envelope marked as Bid Security along with technical Bid.

**7.:**

The bid for the work shall remain open for acceptance for a period of 180 (one hundred eighty) days from the date of **opening of bids**.

**8.:**

A bidder shall not be permitted to bid for works in the Circle responsible for award and execution of contracts in which his or his spouse's near relative (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive).

**9.:**

No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not

obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.

**10:**

All construction materials should be stacked well ahead of start of the work of each phase, for uninterrupted progress of the works. The lack of road communication during flood seasons will not be considered as a ground for extension of time of completion of the work and escalation of rates.

**11:**

Other details can be seen in the bidding documents.

**12:**

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

- A) TATA/SAIL make reinforcement.
- B) On unavailability of (A), Shyam make or equivalent reinforcement as approved by the Chief Engineer, PWD(Bldg.)
- C) Steel Grade Fe 500 N/mm<sup>2</sup> (Super ductile)
- D) No brick bats(broken brick) should be used in floor soling.
- E) There can not be any supplementary items.
- F) There will be no time extension.
- G) The registration of the defaulting contractor will be withheld.
- H) Contractor must have site camp with site laboratory facilities for quality control.
- I) Non payment of Running bill should not be the criteria for slow progress of work
- J) If the bidders make mistake in filling and submitting the online bidding documents the bid will be considered as non-responsive.
- K) For retrofitting works, tie up agreement with Choksey/ Fosroc company including a guarantee for 5(five) years against work done by the company shall have to be enclosed with the bidding document.
- L) Defaulting contractors will be considered as technically non-responsive.

Chief Engineer, PWD (Bldg.),  
Assam, Guwahati-3.

## Conditions for E-Tendering.

This annexure contains instructions and rules governing e -Tendering that is now to be adopted. This is not a user guide. Please obtain a user guide for from the service provider M/s Nextenders India Private Limited

**Name of work :- Improvement of Assam Administrative Staff College, Guwahati-22.**

(As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5  
Dt.14.11.2011. )

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- N.B.** :- 1. Technical Bid should be submitted manually on or before 29.11.2011 (up to 14.00 Hrs.)  
2. Financial Bid should be submitted 'On Line' Only.  
3. Pre bid meeting on 28.11.2011 at 11.00 Hour's

**Chief Engineer, P.W.D. (Bldg.)  
Assam, Guwahati-3.**

Note :

- 1) Technical bid is to be submitted manually only & Financial bid is to be submitted online only.
- 2) EMD /Bid security, cost of bidding document and other supporting Documents are to be submitted together along with the technical bid before the expiry date & time of the sequence-“ Online Bid Preparation and Hash Submission” as given in the above tender schedule.
- 3) The exact date of Financial Bid opening shall be notified later on if changed.

PLACE OF OPENING OF BIDS : O / O THE CHIEF ENGINEER, PWD BUILDING ASSAM

OFFICER INVITING BIDS : CHIEF ENGINEER, PWD BUILDING ASSAM

All the key dates and deadlines will be followed as per the above time schedule unless explicitly amended through a corrigendum pursuant to clause 10 of ITB. Only those clauses of ITB and Appendix to ITB are mentioned in this Annexure where the procedure differs from manual tendering. These notes must be read in conjunction with ITB.

## A. GENERAL

**B. BIDDING DOCUMENTS**

Additional Notes to Clause 8 of ITB.

The technical Bids of the bidders will be received manually.

Priced Bill of Quantities

Irrespective of the mode of submission selected, the following documents will have to be submitted on paper.

Bid Security or EMD

Documents to be furnished by the bidder in compliance to section 2 that have not been submitted online, specifically Certificates, undertakings, affidavits as specified in Section 2. shall be prepared by the bidder and furnished in duplicate. (Refer clause 12) in A-4 size paper in a bound form and not in loose forms. The serial order will be maintained for the different forms as furnished in the section.

**Additional Notes to Clause 10**

All amendments issued will be published on the website – ‘<http://pwd.as.nextenders.co.in>’. It is the prerogative of the contractors to visit the aforementioned site for corrigendum, addendum and amendment notices. These notices have to be read in conjunction with the tender document and have to be signed and submitted manually along with the Technical bid

## C. PREPARATION OF BIDS

### Additional Notes to clause 12

#### Mode of Bid Preparation and Documents comprising the Bid

Technical Bid should be prepared as per Part-I of Clause no. 12.1 of ITB.

**Online Price (Financial) Bid** shall not be submitted on paper.

Bidders need not submit **form of bid** and priced bid of quantities in paper form.

#### Additional Notes to clause 18 of ITB – Format and Signing of Bid

All online forms to be filled up by the bidders will be hashed and digitally signed as per the procedure described in the user guide.

For manual submission of Technical bid refer clause no 18 of ITB. Financial bid needs to be submitted online only.

## D. SUBMISSION OF BIDS

### Notes to Clause 19 of ITB -Sealing and Marking of Bids

**Refer to notes 19.1 to 19.8 mentioned hereafter.**

Notes 19.1 through 19.4 apply to all documents comprising the technical bid. Financial bid needs to be submitted online only. Notes 19.5 through 19.8 apply to online bid forms.

19.1. The original and copy should be sealed separately in separate envelopes and marked as original & Copy. The Bidder shall seal the **technical bids** (original & copy) in one outer envelope duly marking the envelope as “Technical Bid” respectively.

Technical Bid: to be opened not before (date & time of Technical Bid opening)

The contents of Technical Bids will be as specified in clause 12.2 of ITB and notes to Clause 12 of ITB in this appendix .

19.2 The envelope containing Technical Bid shall be

(a) Addressed to the Employer at the address given in Appendix to ITB

(b) Bear the identification as indicated in Appendix to ITB

19.2.1 The bidder shall submit the **cost of the bidding document in a separate envelope at the time of technical bid submission.**

In addition to the identification required in Sub-Clauses 19.1 and 19.2 of ITB, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21 of ITB, or the Evaluation Committee declares the bid as non-responsive pursuant to Clause 23 of ITB.

Bidders are required to mention the **Company ID** (obtained at the time of the ETS registration), the Package No (as seen in the press notice) and the Tender No (as seen on the ETS website) on the outer envelope of the bid as well as each enclosed envelope (viz., Technical, EMD and Document Fee).

If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

19.5 The Bidder shall fill up all online forms following the procedure for e-tendering.

19.6 The Bidder shall generate the bid hash following the procedure of online bid preparation and digitally sign with his own digital certificate and submit the hash as per the online bidding procedure for financial bid.

19.7 The bidder shall verify the generation of the Super hash as per the time schedule in IFB.

19.8 The bidder shall decrypt the bid and submit it in an encrypted form as per the online bidding procedure .

#### **Additional Notes to Clause 20 of ITB -Deadline for Submission of the Bids**

Online bid forms must be filled up and bid hashes signed and submitted before the deadline specified at serial no. 5 in the tender time schedule of Press Notice

All Documents to be submitted in paper form must be received by the Employer at the address specified in Appendix to ITB not later than the date indicated the tender time schedule of Press Notice. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

Online bidders must decrypt and submit their re-encrypted bids before the expiry date specified at Serial No 5 of the Tender Time Schedule in Press Notice. Failure to submit re-encrypted bids will result in the bids being treated as cancelled bids and would entail forfeiture of the bid security.

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

Additional Notes to Clause 22 of ITB.

Online bids can be modified or cancelled online before the expiry date and time specified the Tender Time Schedule in Press Notice. After the deadline no modifications or withdrawals are allowed.

### **E. BID OPENING AND EVALUATION**

#### **Notes to Clause 23 of ITB - Bid Opening**

The Employer will open all the technical Bids received (except those received late), including modifications made pursuant to Clause 22 of ITB and in time schedule, in the presence of the Bidders or their representatives who choose to attend at time, date specified in Tender Time Schedule in Press Notice at the address specified in Appendix to ITB in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

After opening the envelope containing “Technical Bid” the amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period has not been furnished in the form specified in Clause 16, the “Technical Bid” will be returned and their online financial bid will be destroyed.

The “Technical Bid” of only those bidders will be entitled for financial evaluation online whose technical bids are found responsive.

**1. Electronic Tender No: 107**

**2. Name of Work : Improvement of Assam Administrative Staff College, Guwahati-22.**  
(As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5  
Dt.14.11.2011. )

**3. Tender Value (in Rs.):** As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5  
Dt.14.11.2011.

**4. Bid Security (in Rs.):** As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5  
Dt.14.11.2011.

**5. Cost of Document (in Rs.):** As per Table –I, published vide Press Notice No.  
CS/CE/REC/49/2011/5 Dt.14.11.2011.

**6. Period of Completion: 3(three) Months.**

**7. Name of the officer : P.K. Choudhury.**

**8. Address for Paper Submissions and Opening:** Chief Engineer, PWD (Bldg.) Assam,  
Chandmari, Guwahati 3.

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**SECTION: 1**

**INSTRUCTION TO BIDDERS**  
**(ITB)**

## Instruction to Bidders

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## A. GENERAL

### 1. **Scope of Bid**

1.1 The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 (named in Appendix to ITB) invites bids for the Work:-“ **Improvement of Assam Administrative Staff College, Guwahati-22.**”, **published vide Press Notice No. CS/CE/REC/49/2011/5 Dtd 14.11.2011**” (as defined in these documents and referred to as “the work”) detailed in the table given in Press notice. The bidders may submit bids for the works detailed in the table-I given in Press Notice

- 1.2 The Successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout this bidding document, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.4 Tender Value: **As per Table –I, published vide Press Notice No. CS/CE/REC/49/2011/5 Dtd. 14.11.2011**

### 2. **Source of Funds**

- 2.1. The fund will be provided under Administrative Reforms & Training Department.  
Payment will be made subjected to availability of fund.

### 3. **Eligible Bidders**

- 3.1 This Invitation for Bids is open to all bidders registered under P.W.D Building as mentioned in Press Notice.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification information, a statement (unless otherwise specified) that the Bidder is neither associated, nor has been associated directly or indirectly with the Consultant or any other entity that has prepared the design, Specifications and other documents for the project or propose the Consultancy as Project Manager for the Contract. A firm that has been engaged by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 to provide consultancy services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.

### 4. **Qualification of the Bidder**

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

A Quality Assurance Manual (QAM) including but not limited to policy statement, project organization (Flow Chart) Project Organization (Duties and

Responsibilities), Project Control and Administration, Document control, control of Materials, Methodology of Working, Test and Inspection Plan, Calibration,

Non Conformity and Corrective Actions, Quality Audits and Safety should also accompany the bid.

4.2 **Deleted.**

4.3 All bidders shall include the following information and documents with their Bid in Section2.

- i) Copies of Original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder;
- ii) Total monetary value of construction work performed during each of the last five years;
- iii) Experience in works of a similar nature and size for any one year of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
- iv) Major items of construction equipment proposed to carry out the contract;
- v) Qualifications and experience of key site management and technical personnel proposed for Contract;
- vi) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- vii) Evidence of access to line (s) of credit and availability of other financial Resources facilities (10% of Contract Value), certified by the Bankers (Not more than 3 Months old);
- viii) Undertaking that the bidder will be able to invest a minimum cash of 25% of contract value of work, during implementation of the work;
- ix) Authority to seek references from the Bidder's Bankers;
- x) Information regarding any litigation, current or during the last five years in which the Bidder is involved, the parties concerned, and disputed amount;
- xi) Deleted.
- xii) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per Technical Specification within the stipulated period of completion milestones.
- xiii) Deleted.

4.4 Bids from Joint ventures are not acceptable.

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

- a) Achieved a minimum financial turnover (in all classes of civil engineering construction works only) amount indicated in Appendix- I in any one year of the last five year.
- b) The bidder must be a profit making one for the last five years.
- c) (i) Satisfactorily completed 90% of contract value, 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 amounting to **Rs. 34,58,000 ( Rupees thirty four lakh fifty eight thousand) only in Package No- I, Rs.47,61,000.00 (Rupees forty seven lakh sixty one thousand) only in Package No.-II, Rs. 24,30,400.00 (Rupees twenty four lakh thirty thousand four hundred)only in package No.-III and Rs.78,16,000.00(Rupees seventy eight lakh sixteen thousand) only in Package No.-IV** in any one year of the last five years.
- (ii) Delated
- d) The bidder should possess valid electrical license for executing electrification works of the project In case the bidder is not in possession of such license, the bidder must enter into a collaboration/tie-up arrangement with such license holder having requisite experience. Such tie up agreement should be furnished along with the bid.

**B. Each Bidder should demonstrate:**

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

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

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in Clause 4.3 (i) above to facilitate the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 to review their proposals. The numbers, types and capacities of each plant/ equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

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

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

**C. To Qualify for the group of contracts made up of this contract for which bids are invited in the Press Notice**, the bidder must demonstrate having experience and resources sufficiently to meet of the qualifying criteria for the contracts.

- 4.6 Sub Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5 (A) above.
- 4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

Where

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

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

B= Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next 12 month. (Period of completion of the works for which bid is invited).

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

- 4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
  - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and / or
  - Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not

furnish rational justification to the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3.

**5. One Bid per Bidder**

**5.1** Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**6. Cost of Bidding**

**6.1** The bidder shall bear all costs associated with the preparation and submission of this Bid, and the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will in no case be responsible and liable for those costs.

**7. Site Visit**

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

## B. BIDDING DOCUMENTS

### 8. Content of Bidding Documents

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

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

Table-1

One copy of each of the volumes I, II & III will be issued to the bidder. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume- IV in two parts (to be submitted in A4 size paper in abound volume) (refer clause 12).

The bidder is expected to examine carefully all instructions, conditions of Contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Appendix and drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the bidder's own risk. Pursuant to clause 26 here of bids, which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

### 9. Clarification of Bidding Documents

- 9.1** A prospective bidder requiring any clarification of the bidding documents may notify the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3's address indicated in the invitation to bid. The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will respond to any request for clarification as indicated in Appendix - I. Copies of the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3's response will be intimated to



all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

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

- 10.1 Before the deadline for submission of bids, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be a part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3. The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will assume no responsibility for postal delays.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub – Clause 20.2 below.

### **C. PREPARATION OF BIDS**

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

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

#### **12. Documents Comprising Bid**

The bid to be submitted by the bidder as Volume IV of the bid document shall be in Two separate parts:

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

- i) Bid Security in the form Specified in Section 8.
- ii) Qualification Information and supporting documents as specified in Section 2.
- iii) Certificates, undertakings, affidavits as specified in Section 2.
- iv) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.
- v) Acceptance / non-acceptance of Dispute Review Expert proposed in Clause 36.1.

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

- 1 Form of Bid as Specified in Section 6.

2 Priced Bill of Quantities for items specified in Section 7.

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

The bidder shall prepare Two sets of the bid, marking them “Original” and “Copy” respectively.

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

Section	Particulars	Volume No.
	Invitation for bids	Volume I
1	Instruction to Bidders	
3	Conditions of Contract	
4	Contract Data	
5	Specifications	
9	Drawings	Volume III

**13. Bid Prices**

13.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the works described in the Bill of Quantities along with total bid price (both in figures and words) rounded to the nearest rupee. *Items for which no rate or price is entered by the bidder will not be paid for by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

The Bidder must quote his bid price in Section- 6 (Form of Bid) both in figure and words, which is to be duly signed by the bidder. A Financial Bid without any mention of bid price in the Form of Bid shall be treated as **Non-responsive** and shall not be considered for evaluation.

13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

**14. Currencies of Bid and Payment**

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

**15. Bid Validity**

- 15.1. Bids shall remain valid for a period not less than 180 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and Form of Bid submitted by the bidder, the later shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.
- 15.3. Deleted.
- 15.4.** Bid evaluation will be based on the bid prices without taking into consideration the above correction.

## 16. **Bid Security**

- 16.1. The Bidder shall furnish, as part of his Bid, a Bid Security in the amount as shown in Column 4 of the Table-I of Press Notice for this particular work. The bid security shall be in favour of Executive Engineer, PWD, Guwahati Building Division I, Assam, in one of the following forms:
- a) Delated
  - b) Bank Guarantee from any Nationalized/Scheduled Indian Bank, in the format given in Volume III in favour of the concerned executive engineer. (A written confirmation in the Bank's letterhead confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
  - c) Fixed Deposit Receipt issued by any Nationalized /Schedule Indian Bank or a foreign Bank approved by R.B.I., acceptable to the employer.
- 16.2. Bank guarantees (and other instruments having fixed validity) issued as security for the bid shall valid for 45 days beyond the validity of the bid.
- 16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 16.1 and Sub Clause 16.2 above shall be rejected by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 as non-responsive.
- 16.4. Unless there is any challenge on the bid/ bid process in any court of law, the Bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub clause 15.1.
- 16.5. The Bid Security of the Successful Bidder will be discharged when the bidder has signed the Agreement and furnished the Performance Security.
- 16.6. The Bid Security may be forfeited

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

#### 17. **Alternative Proposals by Bidders**

17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (Time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

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

- 18.1. The Bidder shall prepare one original and one copy of the documents comprising the bid as described below in Clause 12 of these *Instruction to Bidders*, bound with the volume containing the “Technical Bid” clearly marked “**ORIGINAL**” and “**COPY**” as appropriate. In event of discrepancy between them, the original shall prevail.
- 18.2. The Original copy of bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initialed by person or persons signing the bid.
- 18.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialized by the person or persons signing the bid.

### **D. SUBMISSION OF BIDS**

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

19.1. The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelopes marked “**ORIGINAL**” and “**COPY**” shall contain within two separate sealed envelopes marked as “Technical Bid with additional markings as follows

- Original or Copy, as the case may be
- Technical Bid to be opened on **30.11.2011** (11.01 Hours.) to

**30.11.2011** (16-00 Hours.)

19.2 There shall be sealed envelopes containing the following documents separately:

- i) Cost of Bid.
- ii) Bid security
- iii) Technical Bid (Original)
- iv) Technical Bid (Copy)

All this four sealed envelopes should be in an outer sealed envelope

The contents of Technical and Financial Bid will be as specified in Clause 12.1

19.3 The inner and outer and separate envelopes containing Technical Bids shall

- a) Be addressed to the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3.
- b) Bear the identification as indicated in Appendix.

19.4 In addition to the identification required in Sub-Clause 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the

Evaluation Committee declares the Bid as non-responsive pursuant to Clause 23.

19.5 If the outer envelope is not sealed and marked as above, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will assume no responsibility for the misplacement or premature opening of the bid

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

20.1 Complete Bids (Technical Bids) must be received by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 at the address specified above not later than the date indicated in Press Notice In the event of the specified date for the submission of bids declared as holiday on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue.

20.2 The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 and the Bidders previously subject to original deadline will then be subject to the new deadline.

## **21 Late Bids**

21.1 Any Bid received late by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

## **22 Modifications and Withdrawal of Bids**

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

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

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

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

### **E. BID OPENING AND EVALUATION**

#### **23 Bid Opening**

23.1 The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will open all the Bids received (except those received late), including modification made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Press Notice. in the manner specified in Clause 20 and 23.3. In the event of specified date of Bid opening being declared a holiday on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue.

23.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3 The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the Bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid and has not been furnished in the form specified in Clause 16, the remaining technical bid will be returned to the bidder.

23.4

i) Subject to confirmation of the bid security by the issuing Bank, the bid accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I if the bid pursuant to Clause 12.1.

ii) Deleted

iii) Deleted

iv) Immediately on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders.

23.5 "**MODIFICATION TO TECHNICAL BID Not to be opened except with the approval of the Evaluation Committee**"

23.6 At the time of opening of "Financial Bid", the name of the bidders will be announced. The bids of only qualified bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders Names, the Bid prices, the total

amount of each bid, any discounts, Bid Modifications and withdrawals, and such others details as the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 may consider appropriate, will be announced by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 at the opening. Any bid price or discounts, which is not read out recorded will not be taken into account in Bid Evaluation.

23.7 Deleted.

23.8 The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

## **24 Process to be Confidential**

24.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3's processing of Bids or award decision may result in the rejection of his Bid.

## **25 Clarification of Financial Bids**

25.1 To assist in the examination, evaluation, and comparison of Bids, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 in the evaluation of the Bids in accordance with Clause 27.

25.2 Subject to sub-clause 25.1, no Bidders shall contact the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidders wish to bring additional information to the notice of the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3, it should do so in writing.

25.3 Any effort by the Bidders to influence the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 in the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3's bid evaluation, bid comparisons or contract award decisions may result in the rejection of the Bidders' bid.

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

26.1 During the detailed evaluation of "Technical Bids", the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specification, and drawings.

26.2 A substantially responsive “Financial Bid” is one, which conforms to all the terms, conditions, and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3’s right or the Bidder’s obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3 If a “Financial Bid” is not substantially responsive, it will be rejected by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3, and may not subsequently be made responsive by correction or withdrawals of the non-conforming deviation or reservation.

## **27 Correction of Errors**

27.1 “Financial Bids” determined to be substantially responsive will be checked by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 for any arithmetic errors. Errors will be corrected by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 as follows:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the “Financial Bid” will be corrected by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

- a) If the Bid price increases as a result of this correction, the amount as stated in the bid will be the ‘bid price’ and the increase will be treated as rebate;
- b) If the Bid price decreases as a result of this correction, the decreased amount as stated in the bid will be the ‘bid price’.

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

## **28 Deleted**

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

29.1 The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

29.2 In evaluating the Bids the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) Basis for evaluation of financial bids will be the latest APWD Schedule of Rates current in the State.



- b) Making any correction for errors pursuant to Clause 27; or
- c) Making an appropriate adjustments for any other acceptable variations, deviations; and
- d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.
- e) Rounding the Bid Price to the nearest rupee as per Government circular at Annexure - A

29.3 The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise results in unsolicited benefits for the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 shall not be taken into account in Bid evaluation.

29.4 The estimated affect of the price adjustment conditions under Clause 47 of the *Condition of Contract*, during the period of implementation of the contract, will not be taken into account in Bid evaluation.

29.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Department's estimate of the cost of work to be performed under the contract, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 may require the Bidder to produce detailed price analysis for any or all item of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 against financial loss in the event of default of the successful Bidder under the Contract.

29.6A bid contains several items in the Bill Of Quantities, which are unrealistically priced low, and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

### **30 Deleted**

## **F. AWARD OF CONTRACT**

### **31 Award Criteria**

31.1 Subject to Clause 32, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will award the Contract to the Bidder whose Bids has been determined

- (i) To be substantially responsive to the Bidding documents both in technical & financial aspects of the bid.
- (ii) To be within the available Bid capacity adjusted to account for his quoted bid price.

- (iii) The work shall be awarded at the lowest responsive bid price.
- (iv) The Chief Engineer, P. W. D. (Bldg) is not in a compulsion to award the work to the lowest bidder.

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

### **31.2 Deleted**

## **32 Employer's right to Accept any Bid and to reject any or all Bids**

32.1 Notwithstanding Clause 31, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all bids, at any time prior to the awards of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3's actions.

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

- 33.1 The Bidders whose Bid has been accepted will be notified of the award by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Condition of Contract called the "Letter of Acceptance") will state the sum that the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.
- 33.3 The agreement will incorporate all agreements between the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 and the Successful Bidder. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder will sign the Agreement and deliver it to the Employer, for acceptance of the same.
- 33.4 Upon the furnishing of the successful Bidder of the Performance security, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will promptly notify the other Bidders that their Bids have been unsuccessful.

## **34 Performance Security**

34.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3, a Performance Security in any of the form given below for an amount equivalent to **5 % (five p.c.)** of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB Clause 52 of Conditions of Contract:

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

Fixed Deposit Receipt as indicated in Appendix.

34.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a Nationalized Indian bank, prepared in non-judicial stamp paper of specified value.

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

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

35.1 The Executive Engineer of the concerned Division will provide advance payment as stipulated in the conditions of contract subject to a maximum amount as in the contract data. However such advance will be subject to fund made available by the Education Department, Government of Assam against the work.

### **36 Dispute Review Experts**

36.1 The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 proposes that [name of proposed Dispute Review Expert in Appendix I] be appointed as Disputes Review Expert under the Contract, at a daily fee plus reimbursable expenses. If the Bidders disagree with this proposal, the Bidders should so state in the Bids.

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

37.1 The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will reject a proposal for award if it determine that the Bidder recommended for award has engaged in corrupt or fraudulent in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with CPWD/APWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Condition of Contract.

**SECTION: 2**  
**QUALIFICATION INFORMATION**

**APPENDIX - I****(PRIME QUALIFICATION INFORMATION)**

- 1 Name of the Employer is: **Chief Engineer, PWD (Bldg.) Assam, Chandmari, Guwahati-3.**  
[Cl.1.1]
2. The Total Volume of civil Engineering Construction work performed in the last five years:
  - i) 2006—2007
  - ii) 2007—2008
  - iii) 2008--2009
  - iv) 2009—2010
  - v) 2010—2011
3. The annual financial turn over amount is **Rs. 57,92,000.00( Rupees fifty seven lakhs ninety two thousand ) only in Package No.-I, Rs.79,74,600.00(Rupees seventy nine lakh seventy four thousand six hundred)only in Package No.-II, Rs.40,71,000.00 (Rupees forty lakh seventy one thousand) only in Package No.-III and Rs.1,30,92,000.00 (one crore thirty lakh ninety two thousand)only in package No.-IV.**  
[Cl.4.5A (b)]
4. Value of completed similar nature of work is **Rs. 34,58,000 ( Rupees thirty four lakh fifty eight thousand) only in Package No- I, Rs.47,61,000.00 (Rupees forty seven lakh sixty one thousand) only in Package No.-II, Rs. 24,30,400.00 (Rupees twenty four lakh thirty thousand four hundred)only in package No.-III and Rs.78,16,000.00(Rupees seventy eight lakh sixteen thousand) only in Package No.-IV** [Cl.4.5A (c)]

**5. Deleted**

The contractor must possess following criteria:

- i. Must be registered under A.P.W.D.(Building)/Any Government or Semi Government or Public Sector Undertaking/ C.P.W.D. contractor.
- ii. Must possess a valid Sale Tax registration certificate & VAT certificate.
- iii. Must have carried out a single work of similar nature of Value **Rs. 34,58,000 ( Rupees thirty four lakh fifty eight thousand) only in Package No- I, Rs.47,61,000.00 (Rupees forty seven lakh sixty one thousand) only in Package No.-II, Rs. 24,30,400.00 (Rupees twenty four lakh thirty thousand four hundred)only in package No.-III and Rs.78,16,000.00 (Rupees seventy eight lakh sixteen thousand) only in Package No.-IV.**
- iv. Deleted.

Annual turnover must not be less than **Rs. 57,92,000.00( Rupees fifty seven lakhs ninety two thousand ) only in Package No.-I, Rs.79,74,600.00(Rupees seventy nine lakh seventy four thousand six hundred)only in Package No.-II, Rs.40,71,000.00 (Rupees forty lakh seventy one thousand) only in Package No.-III and Rs.1,30,92,000.00 (one crore thirty lakh ninety two thousand)only in package No.-IV.** in any one year of the last five years.

**f):**

Deleted.

**6. Liquid assets or availability of credit facilities is:: 10 % of Bid Value**

[Refer to 'clause 4.5B (c)' of section –I instruction to bidders]  
(not less than 10 (ten) percent of the Bid value of each group)

**7. Availability of key and critical equipments:**

[Refer to 'clause 4.5B (a)' of section –I instruction to bidders]

**8. Availability of key personnel:**

[Refer to 'clause 4.5B (b)' of section –I instruction to bidders]

9. Price level as per A.P.W.D. latest Schedule of rates current in the state.

10 The Technical **Bids** will be opened at **the Office of the C.E. PWD (Bldg.) Chandmari, Guwahati-3:** As per tender schedule

11 Address of the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3

**: Office of the Chief Engineer, PWD (B), Chandmari, Guwahati-781003, Assam.**

Identification: Bid for “**Improvement of Assam Administrative Staff College, Guwahati-22.**”  
(As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5  
Dt.14.11.2011. )

11.1 Bid reference Memo No. CS/CE/REC/49/2011/5 Dated 14.11.2011.

11.2 Do not open before **As per tender schedule**

11.3 The bid should be submitted latest by **as per tender schedule**

**11.4 The cost of Bidding Document should be in favour of Assam State Road Board Maintenance (Roads) Fund, A/C no. 10566991479**

12 The name of Dispute Review Expert - (to be decided mutually)

12. Updating factors for updating work value of single building project executed during last five years.

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

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

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

<b>Type of Equipment</b>	<b>Maximum age as on. (Years)</b>	<b>Nos. Required</b>
<b>1</b>	<b>2</b>	<b>3</b>
<b>Cube Testing Machine</b>		1
<b>Sieve Analysis (Complete Kit)</b>		3
<b>Water Tanker</b>		1
<b>Truck</b>		1
<b>Welding Machine</b>		2
<b>Concrete Mixer Machine</b>		1

Table-2

**APPENDIX – III****List of Key Personnel to be deployed on Contract Work****[Reference Cl.4.5 (B) (b)]**

<b>SI No.</b>	<b><i>Personnel</i></b>	<b>Qualification</b>	<b>Nos. Required</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>1.</b>	<b>Project Manager</b>	<b>B.E Civil + 10 Yrs Exp. as Manager</b>	<b>1</b>
<b>2</b>	<b>Site Engineer</b>	<b>i) B.E Civil + 3 Yrs Exp. Or Dip. Civil + 7 years Exp.</b>	<b>1</b>
<b>3</b>	<b>Quality Control Engineer</b>	<b>B.E Civil + 3 years Exp. Or Dip. Civil + 7 Years Exp.</b>	<b>1</b>

Table-3

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



Annexure - A

**GOVERNMENT OF ASSAM  
PUBLIC WORKS DEPARTMENT::COMMUNICATION BRANCH  
DISPUR::GUWAHATI – 6**

No. CRD.119/2003/5

Dated Dispur, the 21/09/04

To

1. The Chief Engineer, PWD (Roads), Assam, Chandmari, Guwahati-3
2. The Chief Engineer, PWD (Buildings), Assam, Chandmari, Guwahati-3
3. The Chief Engineer, PWD (NH Works), Assam, Chandmari, Guwahati-3
4. The Chief Engineer, PWD (Border Roads), Assam, Chandmari, Guwahati-3
5. The Chief Engineer, PWD (ARIASP/ RIDF), Assam, Chandmari, Guwahati-3

Sub: Financial Evaluation of Bid.

Sir,

It has been observed during scrutinizing of tender documents and comparative statements framed by you on financial evaluation that you have entered the grand total "Bid Price" up to one paise. As transaction from bank is not up to paise the amount so taken into consideration has no meaning. Hence, the bid price may be rounded off at grand total amount arrived at after multiplication and summing up from detailed item wise rate and quantities to nearest rupee by ignoring paise below fifty and to next rupee for amount fifty paise or more.

Thus, in the financial bid the ranking of bidders should be made and maybe forwarded to the Govt. for placing before the tender committee.

This has come into force immediately from the date of issue of this circular.

Please circulate the contents of this circular to all E.E./ A.E.E. under your jurisdiction for necessary action.

Yours faithfully,

Sd/-

Commissioner and Special Secretary  
to the Govt. of Assam, Public Works Department,  
Dispur, Guwahati-6.

Memo No. CRD.119/2003/5

Dated Dispur, the 21/09/04

Copy to:

1. The Addl. Chief Engineer, PWD (Roads)/ (Buildings)/ (Mechanical)/ (Electrical), Assam, Chandmari, Guwahati-3 for information.
2. The Superintending Engineer, PWD (Roads)/ (Buildings)/ (NH)/ (NEC)/ (Border Roads)/ (Mechanical)/ (Electrical), Assam, Chandmari, Guwahati-3 for information.
3. The Deputy Secretary, PWD \_\_\_\_\_ Branch, Dispur, Guwahati – 6 for information.

By order, etc.

Sd/-

Deputy Secretary to the Govt. of Assam,  
Public Works (Highway) Department,

Dispur, Guwahati-6.

**QUALIFICATION INFORMATION**

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

**1. For Individual Bidders**

Constitution or legal status of Bidder

[Attach Copy]

Place of Registration:

Principal Place of Business:

Power of Attorney of Signatory of Bid

[Attach]

Total value of Civil Engineering construction

work performed in the last Five years	2006 - 2007
(In Rs. Million)	2007 - 2008
<b>(Attach Certificate from</b>	2008 - 2009
<b>Chartered Accountant)</b>	2009 - 2010
	2010 – 2011

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

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

Table-4

1.3.2 Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years.

Year	Name of the Work	Name of the Employer	Quantity of Work performed (Cu m) Remarks		Steel Reinforcement	Remarks (indicate contract Ref) (Attach Certificate from Engineer-In-Charge)
			Cement Concrete (including RCC & PCC)	Brick Work		
1	2	3	4	5	6	7
2005-2006						
2006-2007						
2007-2008						
2008-2009						
2009-2010						

Table-5

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

(A) Existing Commitments and on-going works:

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

Table-6

(B) Works for which bids are already submitted:

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

Table-7

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

Item of Equipment	Requirement		Availability Proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/Leased to be Procured	Nos./Capacity	Age/Condition	
1	2	3	4	5	6	7
<b>Cube Testing Machine</b>						
<b>Sieve Analysis (Complete Kit)</b>						
<b>Smooth wheeled Roller</b>						
<b>Water Tanker</b>						
<b>Truck</b>						
<b>Welding Machine</b>						
<b>Concrete Mixer Machine</b>						

Table-8

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

Position	Name	Qualification	Year of Experience	Years of Experience in the Proposed position
1	2	3	4	5
<b>Project Manager</b>				
<b>Site Engineer</b>				
<b>Quality Control Engineer</b>				
<b>Other Staff (Supervisor, Overseers, Office assistant, Foreman, Machine operators etc.)</b>				

Table-9

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

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

Table-10

- 1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports (in case of companies/corporation), etc. List them below and attach copies.
- 1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.10 Name, address, and telephone, telex, and fax numbers of the bidder's bankers who may provide references if contacted by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3.
- 1.11 Information on litigation history in which the Bidder is involved.

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

Table-11

- 1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is **PWD (Building). Government Of Assam.**)
- 1.13 Proposed work method and schedule .The bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding Documents. [Refer ITB Clause 4.1 & 4.3 (xii)].
- 1.14 Programme.
- 1.15 Quality Assurance Programme.

## 2. Deleted.

## 3. Additional Requirements.

- 3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of Information to Bidders, if applicable.
- I. Affidavit.
  - II. Undertaking.

SECTION: 3

CONDITIONS OF CONTRACT



## GENERAL CONDITIONS OF CONTRACT (G.C.C)

### A. GENERAL

#### 1. Definitions

1.1. Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but deep their defined meanings. Capital

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

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

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

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

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

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

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

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

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

**Days** are calendar days; **months** are calendar months.

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

The **Employer** is the Chief Engineer, PWD, Building, Assam, Chandmari, Guwahati-3, Assam.

The “Engineer” is the Executive Engineer, PWD, Guwahati Building Division-1, Guwahati-1, Assam, who is responsible of supervising the Contractor, administering the Contract, certifying payments due to the Contractor issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

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

The **Initial Contract Price** is the Contract Price listed in the Employer’s Letter of Acceptance.

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

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

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

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

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

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

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

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

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

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

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## 2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Works have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the Contract Data, references in the conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3. The documents forming the contract shall be interpreted in the following order of priority:
  - (1) Agreement
  - (2) Letter of Acceptance, notice to proceed with the works

- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) Any other document listed in the Contract in the Contract Data as forming part of the Contract.

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

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

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

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

### **5. Delegation**

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

### **6. Communications**

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

### **7. Deleted**

### **8. Other Contractors**

- 8.1. The Contactor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The Chief Engineer, PWD, Chandmari, Guwahati-3, Assam may modify the schedule of other contractors and shall notify the contractor of any such modification.

**9. Personnel**

- 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

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

- 10.1. The Chief Engineer, PWD, Chandmari, Guwahati-3, Assam carries the risks which this Contract states are contractor's risks, and the Contractor carries the risks, which this Contract states are Contractor's risks.

**11. Employer's Risks**

- 11.1. The Chief Engineer, PWD, Chandmari, Guwahati-3, Assam is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

**12. Contractor's Risks**

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

**13. Insurance**

- 13.1. The Contractor shall provide, in the joint names of the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam 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 Contract Data for the following events which are due to the Contractor's risks:
- (a) Loss of or damage to the Works, Plant and Materials;
  - (b) Loss of or damage to Equipment;
  - (c) Loss of or damage of 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 Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3. If the Contractor does not provide any of the policies and certificates required, the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam may effect the insurance which the Contractor should have provided and recover the premiums the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.5. Both parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports**

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

**15. Queries about the Contract Data**

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

**16. Contractor to Construct the Works**

- 16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

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

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

**18. Approval by the Engineer**

- 18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2. The Contractor shall be responsible of design of Temporary Works.
- 18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

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

**19. Safety**

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

**20. Discoveries**

- 20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

**21. Possession of the Site**

- 21.1. The Chief Engineer, PWD, Chandmari, Guwahati-3, Assam shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site**

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

**23. Instructions**

- 23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.
- 23.2. The Contractor shall permit the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam, if so required by the Employer.

**24. Disputes**

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

**25. Procedure for Disputes**

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

- 25.2. The Dispute Review Board shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of types specified in the Contract Data and the cost shall be divided equally between the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam and the Contractor, whatever decision is reached by the Dispute Review Board. Either party may give notice to the other to refer a decision of the Dispute Review Board to an Arbitrator within 28 days of the Dispute Review Board's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Board's decision will be final and binding.
- 25.3 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract (SCC).

**26. The Replacement of Dispute Review Expert**

- 26.1. Should the Dispute Review Expert resign or die, or should the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be jointly appointed by the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

**B. TIME CONTROL****27. Programme**

- 27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, timing for all the activities in the Works along with monthly cash flow forecast.
- 27.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 27.4. The Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

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

- 28.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for decision upon the effect of 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.
- 28.3. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision.

**29. Deleted****30. Delays Ordered by the Engineer**

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



**31. Management Meetings**

- 31.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam. The responsibility of the parties of actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**32. Early Warning**

- 32.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

**C. QUALITY CONTROL****33. Identifying Defects**

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

**34. Tests**

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

**35. Correction of Defects**

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

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

**36. Uncorrected Defects**

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

**D. COST CONTROL**

**37. Bill of Quantities**

- 37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

**38. Changes in the Quantities**

- 38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change is attributed to the Department i.e., either the B.O.Q. is prepared by the department or variation is due to change/ modification ordered by the Department and the same exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering,
- (a) Justification for rate adjustment as furnished by the contractor,
  - (b) Economies resulting from increase in quantities by way of reduced plant, equipment, and overhead costs,
  - (c) Entitlement of contractor to compensation events where such events are caused by any additional work
- 38.2. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 per cent, except with the Prior approval of the Chief Engineer, PWD, Chandmari, Guwahati-3, Assam.
- 38.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost break down of any rate in the Bill of Quantities.

**39. Variations**

- 39.1. All Variations shall be included in updated Programme produced by the Contractor.
- 39.2. The Engineer shall find out and evaluate all the probable variations in the early period of the contract and submit the same to the Chief Engineer, PWD (Bldg), Chandmari, Guwahati-3, Assam.

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

- 40.1. The Contractor shall provide the Engineer with a quotation (with break down of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered. The Engineer shall send the rate so assessed to the Chief Engineer, P.W.D. (Bldg), Assam for approval.
- 40.2. If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of Engineer, the quantity of work above the limit stated in Sub Clause 38.1 or the; timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 40.3. If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on Engineer's own forecaster of the effects of the Variation on the Contractor's costs.
- 40.4. If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, the Engineer shall allow the contractor to proceed with the work using materials having I.S. marks/ approved brand as specified in the A.P.W.D. S.O.R. obtained from approved dealers of the company. The Engineer shall collect the quotation for himself and assess the cost/ rate of the item considering all aspects and submit the same to the Chief Engineer, PWD (Bldg), Chandmari, Guwahati-3, Assam for approval.
- 40.5. The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

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

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

#### **42. Payment Certificates**

- 42.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(3) of the Contract Data (Secured advance). The payment will be made according to the availability of fund.
- 42.3. The value of work executed shall be determined by the Engineer.

- 42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5. The value of work executed shall include the valuation of variations and Compensation Events.
- 42.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **43. Payments.**

- 43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within a reasonable time subject to the availability of fund. The Engineer/ Employer shall not delay the payment unreasonably (i.e., without valid reasons), if fund is available.
- 43.2. If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 43.4. Payment will be made as and when fund is made available by the concerned department.

#### **44. Compensation Events**

- 44.1. The following are Compensation Events unless they are caused by the Contractor:
  - (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
  - (b) The Employer modifies the schedule of other contractors in a way, which affects the work of the contractor under the contract.
  - (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
  - (d) Deleted.
  - (e) Deleted
  - (f) Deleted.
  - (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the contract, and they cause delay or extra cost to the Contractor.
- (i) Deleted.
- (j) The effect on the Contractor of any of the Employer's risks.
- (k) The Engineer unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

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

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

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

#### **45. Tax**

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

#### **46. Currencies**

46.1. All payments shall be made in Indian Rupees.

#### **47. Price Adjustment**

47.1. Deleted.

47.2. Deleted.

#### **48. Retention**

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

48.2. On Completion of whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the

Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

- 48.3. On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

**49. Liquidated Damages**

- 49.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor’s liabilities.
- 49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.
- 49.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject top the limit stated in the contract data.

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

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

**50. Bonus**

- 50.1. Deleted.

**51. Advance Payment**

- 51.1. The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data. Interest will not be charged on the advance payment.
- 51.2. Deleted.
- 51.3. Deleted
- 51.4. Secured Advance

The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

## **52. Securities**

- 52.1. The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

## **53. Deleted**

## **54. Cost of Repairs**

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

## **E. FINISHING THE CONTRACT**

## **55. Completion**

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

## **56. Taking Over**

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

## **57. Final Account**

- 57.1. The Contractor shall supply to the Engineer a detailed account of the total amount that the contractor considers payable under the Contract before that end of the Defects Liability Period. The engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is

not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

#### **58. Operating and Maintenance Manuals**

- 58.1. If "as built" Drawings and and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the contract Data.
- 58.2. If the Contractor does not supply the Drawings and /or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

#### **59. Termination**

- 59.1. The Employer or the contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 59.2. Fundamental breaches of contract include, but shall not be limited to the following:
  - (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer.
  - (b) The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days
  - (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
  - (e) The Engineer gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
  - (f) The contractor does not maintain a security, which is required;
  - (g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
  - (h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to establish bid prices at



artificial non-competitive levels and to deprive the Borrower, and includes collusive practice among Bidders (prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

- 59.3. When either party to the Contractor gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 59.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 59.5. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **60. Payment upon Termination**

- 60.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 60.2. If the contract is terminated at the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **61. Property**

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

## **62. Release from Performance**

- 62.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the contractor the Engineer shall certify that the Contract has been frustrated. The contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## F. SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1. GENERAL

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

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

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

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

### 2. SITE INFORMATION

2.1 The Project site is situated at **As per Table-I**

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

### 3. SCOPE OF WORK

3.1 The scope of work shall include inter-alias, the carrying out of any / all works, and providing any and all facilities, as required, for completing all the works as per terms and conditions of contract documents.

3.2 No materials shall be supplied by the Department. Tenderer will have to procure all materials, Labour, T&P and any other arrangements for proper execution of the work and to be of the best quality and workmanship in all respect as per relevant I.S. code of practices and A.P.W.D. general specification.

#### **4. CEMENT**

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

#### **5. REINFORCEMENT BARS**

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

#### **6. TIME SCHEDULE**

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

#### **7. PROJECT SCHEDULING AND MONITORING**

- 7.1 The following Schedules /documents / reports shall be prepared and submitted by the Contractor for review / Approval at various stages of the Contract.

#### **8. ALONG WITH TENDER**

##### a) Time Schedule

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

b) Scheduling and Monitoring System

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

**9. AFTER THE AWARD OF CONTRACT**

a) Overall Project Schedule

The Contractor shall submit within 2 (Two) weeks of Letter of Intent, a sufficiently detailed overall Project schedule (in Microsoft Project) indicating the inter relationship / inter dependence between various events and tasks.

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

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

c) Progress Measurement Methodology:

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

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

**10. PROJECT REVIEW MEETINGS**

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

A. Monthly Review Meeting:

Level of Participation: Senior officer, PWD (Bldg.)

and Contractor or his authorized representatives.

**Agenda:**

- a. Progress status/statistics.
- b. Completion outlook.

- c. Major Hold Ups/Slippages.
- d. Assistance Required.
- e. Critical Issues
- f. Depts. Query/Approval.
- g. Progress Updating.

Venue: -O/o the Executive Engineer, concerned Division as stated in Table-I in Press Notice.

### **10.1 PROGRESS REPORTS**

This report shall be submitted on a monthly basis within ten calendar days from cut-off date as agreed upon, covering overall scenario of the work. The report shall include but not be limited, to the following:

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

### **11. PRICE SCHEDULE WITH PRICE BID.**

- 11.1 The rates of price bid shall be read in conjunction of special conditions of contract, General Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications, Drawings and any other document forming a part of this contract.
- 11.2 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the rates quoted and no separate payment on account of such expenses shall be entertained.

### **12. Deleted.**

**13. PRICE ESCALATION/ADJUSTMENT**

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

**14. MEASUREMENT OF WORK**

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

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

**15. TERMS OF PAYMENT**

All interim payments to the contractor will be made by Engineer-In-Charge on the basis of price Bid Rates of as the case may be. The Department Reserves the rights to alter the percentage breakup for price Bid items rate submitted by the contractor where found reasonably and necessary, which shall be binding on contractor.

**16. INCOME TAX**

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

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

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

**18. LABOUR:**

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

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the

staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such other information as the Engineer may require.

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

**19. COMPLIANCE WITH LABOUR REGULATIONS;**

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

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

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

- a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment
- b) Payment of Gratuity Act 1972: - Gratuity payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: - The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - i) Pension or family pension on retirement or death, as the case may be.
  - ii) Deposit linked insurance on the death in harness of the worker.
  - iii) Payment of **P.F.** accumulation on retirement/death, etc.
- d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour Regulation and Abolition Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- f) Minimum wages Act 1948: - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work nature to Male and Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1956: -The Act is applicable to all establishment s employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20% of wages to employees drawing Rs 3500/- or less. The bonus to be paid to



employees getting Rs 2500/- per month or above up to Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Disputes Act: - The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment
- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment, which employs 5, or more inter state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the Establishments who carry on any building or other construction work employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction works and other welfare measures, such as Canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding

accidents or dangerous occurrences to designated authorities. It is able to premises employing 10 persons or more with aid of power or 20 or more persons without aid of power engaged in manufacturing process.

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

The procedure for arbitration will be as follows:

### **20.1**

- a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrator one each appointed by the Employer and the Contractor and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by the Employer and the Contractor.
- b) The Arbitration Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by both the parties to reach upon consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by both the Employer and the Contractor.
- c) Deleted.
- d) Arbitration proceedings shall be held in Guwahati, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.
- e) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its party itself.
- f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are subject matter of the arbitration proceedings.

**21. JURISDICTION**

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

**22. STATUTORY APPROVALS**

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

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

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

**23. STANDARDS.**

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

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

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

**24. WATER AND POWER**

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

**25. LAND FOR RESIDENTIAL ACCOMODATION**

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

**26. RECRUITMENT OF PERSONNEL**

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

**27. UTILISATION OF LOCAL RESOURCES**

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

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

**28. COORDINATION WITH OTHER AGENCIES**

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

**29. URGENCY OF WORK**

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

**30. REPORT OF ACCIDENTS**

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

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

**CONTRACT DATA**

**Clause  
Reference  
With respect  
To section 3**

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

- The Employer is the **Chief Engineer,PWD, (Bldg.), Chandmari, Guwahati-3, Assam.** [Cl.1.1]
- Name of authorized Representative (Will be intimated later)
- 2 The Engineer is the concern Executive Engineer, as stated in Table-I of Press Notice.
- 3 The Dispute Review Expert appointed by the Employer is: [Cl.1.1]  
 \*Name: -----  
 \* Address: -----
- 4 The Defects Liability Period is 365 days from the date of completion. [Cl.1.1&3]
- 5 The Start date shall be **10(Ten) Days** from the date of issue of the Notice to proceed with the work. [Cl.1.1]
- 6 The Intended Completion Date for the whole of the Works is 18 (Eighteen) months after start of work with the following milestones: [Cl.1.1, 17&28]
- Milestone dates:** [Cl.2.2 & 9.1]
- | Physical Works to be completed | Period from the start date |
|--------------------------------|----------------------------|
| Milestone 1 - 30%              | 1Months                    |
| Milestone 2 - 60%              | 2 Months                   |
| Milestone 3 -100%              | 3 Months                   |
- The Site is located at **As per Table-I in Fress Press Notice** [Cl.1.1]

The name and identification number of the Contract is: [Cl.1.1]  
**Improvement of Assam Administrative Staff College, Guwahati-22.**  
 (As per Table –I, published vide Press Notice No CS/CE/REC/49/2011/5  
 Dt.14.11.2011. )

The works consist of the following: [Cl.1.1]

(A) Building Works:

As per B.O.Q. enclosed with the Bidding Document.

(B) Deleted.

(C) Other Items [Cl.1.1]

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

The law which applies to the Contract is the law of Union of India  
 & Govt. of Assam. [Cl.3.1]

The languages of the Contract documents is English [Cl.3.1]

The Schedule of Key Personnel: As per Appendix.-II to Section I [Cl.9]

The minimum insurance cover for physical property, injury and  
 death is Rs. 5 Lakhs per occurrence with the number of occurrences  
 limited to four. After each occurrence, contractor will pay  
 additional premium necessary to make insurance valid for four  
 occurrences always. [Cl.13]

Site investigation report [Cl.14]

The Site Possession Dates shall be **within 10 (Ten)days from the  
 date of Notice to proceed with the work.** [Cl.21]

1 Fees and types of reimbursable expenses to be paid to the Dispute  
 Review Board. (To be inserted later) [Cl.25]

Appointing Authority for **the Dispute Review Expert is the  
 Employer and the Contractor.** [Cl.26]

The period for submission of the programme for approval of  
 Engineer shall be **10 days** from the issue of Letter of acceptance. [Cl.27.1]

The period between programme updates shall be **30** days. [Cl.27.3]

Deleted

The following events shall also be Compensation Events: [Cl.44]

Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.

- (i) Removal of Underground utilities detected subsequently.
- (ii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor.
- (iii) Presence of historical, archeological or religious structures, monuments interfering with the works
- (iv) Restriction of access to ground imposed by civil, judicial, or military authority

The currency of the Contract is **Indian Rupees**. [Cl.46]

Deleted. [Cl.47]

- 2 The proportion of payments retained (retention money) shall be **6%** from cash bill subject to maximum of **5 %** final contract price. [Cl.48]

**Package No -I** Milestone1 → **Rs.1,297.00** /Day [Cl.49]

Amount of liquidated damages for delay in completion of works  
Milestone2 → **Rs 2,593.00**/Day  
Milestone3 → **Rs.4,322.00**/Day

**Package No -II**

Amount of liquidated damages for delay in completion of works  
Milestone1 → **Rs.1,78500** /Day  
Milestone2 → **Rs 3,571.00**/Day

**Package No -III**

Amount of liquidated damages for delay in completion of works  
Milestone3 → **Rs.5,951.00**/Day  
Milestone1 → **Rs. 911.00** /Day  
Milestone2 → **Rs 1,823.00**/Day

**Package No -III**

Amount of liquidated damages for delay in completion of works  
Milestone3 → **Rs.3,038.00**/Day  
Milestone1 → **Rs. 2,931.00** /Day  
Milestone2 → **Rs 5,862.00**/Day  
Milestone3 → **Rs.9,770.00**/Day



Maximum limit of 10 per cent of the Initial Contract [Cl.49]  
liquidated damages for Price rounded off to the nearest  
delay in completion of thousand.  
work.

Deleted. [Cl.50]

Deleted. [Cl.50]

The amounts of the advance payment are: [Cl.51 & 52]

	<b>Nature of Advance</b>	<b>Amount (Rs.)</b>	<b>Conditions to be fulfilled</b>
i	Mobilization 10% of the contract price		On submission of unconditional Bank guarantee (to be drawn before the end of 20% contract period) The contractor may furnish four bank guarantees of 2.5 % each valid for full period.
ii.	Equipment 90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.		After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.

- iii. Secured 75% of Invoice  
advance value.  
for non-  
perishabl  
e  
materials  
brought  
to site
- a) The materials are in-  
accordance with the  
specification for  
Works;
  - b) Such materials have  
been delivered to site,  
and are properly stored  
and protected against  
damage or  
deterioration to the  
satisfaction of the  
Engineer. The  
contractor shall store  
the bulk material in  
measurable stacks.;
  - c) The Contractor's  
records of the  
requirements, orders,  
receipt and use of  
materials are kept in a  
form approved by the  
Engineer and such  
records shall be  
available for inspection  
by the Engineer;
  - d) The contractor has  
submitted with his  
monthly statement the  
estimated value of the  
materials on site  
together with such  
documents as may be  
required by the  
Engineer for the  
purpose of valuation of  
the materials and  
providing evidence of  
ownership and  
payment thereof;
  - e) Ownership such  
materials shall be  
deemed to vest in the  
Employer for which the  
Contractor has  
submitted an Indemnity  
Bond in an acceptable  
format; and

- f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.

(The Advance payment will be paid to the Contractor no later than 28 days after

Repayment of advance payment for mobilization and equipments [Cl.51.3]

The advance loan shall be repaid with percentage deductions from the Interim payments certified by the Engineer under the Contract. Deductions Shall commence in the next Interim Payment Certificate following that In which that total of all such payments to the Contractor has reached not less than 20 percent of the Contract Price or 6(Six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 percent of the amounts of all Interim payment certificates until such time as the loan has been repaid, always provided that the loan shall be completed repaid prior to the expiry of the original time for completion pursuant to Clause 17 and 28.

Repayment of secured advance; [Cl.51.4]

The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid pursuant to Clause 51.4 of G.C.C.] have been incorporated into the Works.

- 3 The Securities shall be for following minimum amounts equivalent as a percentage of the Contract Price. [Cl.52]

Performance Security for **5% (five percent)** of contract price plus Rs. .... (to be decided after evaluation of the bid) as additional security in terms of ITB clause 29.5.

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

The Schedule of Operating and Maintenance Manuals -----N/A [Cl.58]

- The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.58]
- The amount to be withheld for failing to supply “as-build” drawings by the date required is Rs. .... [Cl.58]
- 3 The following events shall also be fundamental breach of contract: [Cl.59.2]  
 “The Contractor has contravened Sub-clause 7.1 and Clause9 of GCC.”
- The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 percent. [Cl.3, 60]

**SECTION: 5**  
**TECHNICAL SPECIFICATIONS**

**Technical Specification:**

The Technical Specification of Civil works are as per BOQ, relevant drawings and as per APWD Schedule of Rates for Building for Civil, Water Supply & Sanitary and Electrical works for 2010-11 and as per relevant I.S. Codes.

**SECTION: 6**  
**FORM OF BID**

**FORM OF BID**

Description of the Works:

\_\_\_\_\_

BID

To

*The Chief Engineer, PWD (Building)*

Address: *Assam, Chandmari, Guwahati-3*

1. We offer to execute the Works described above and remedy any defects therein conforming with the conditions of Contract, specification, drawings, Bill of Quantities and Address for the sum(s) of **Rs** \_\_\_\_\_ (**Rupees** \_\_\_\_\_) only.

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

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

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

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

6. We accept appointment of Shri \_\_\_\_\_ as the Dispute Review Expert.  
(OR)

We do not accept the appointment of Shri \_\_\_\_\_ as the Dispute Review Expert and propose instead that Shri \_\_\_\_\_ be appointed as Dispute Review Expert, whose BIO-DATA is attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of \_\_\_\_\_

(in block capitals or typed)

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_



**SECTION: 7**  
***BILL OF QUANTITIES***

**BILL OF QUANTITIES****Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders. Conditions of Contract, Technical Specifications and drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection of display board, sign/caution board, maintenance during construction, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to cover by other rates and prices entered in the Bill of Quantities. The rate should be quoted considering all the taxes.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no item are provided the cost shall be deemed to be distributed among the rates and prices entered for the related item of work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized on the Bill of Quantities, References to the relevant sections of the contract documentation shall be made entering rates or prices against each item in the Bill of Quantities.
8. Error will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions of the Bidders.
9. AGST, Forest Royalty including other charges levied by the Forest Department on forest products including any other taxes as applicable is to be paid by the contractor. The department shall deduct the amount of AGST, FR & ST and any taxes from the contractor's bill if the contractor fails to produce the valid certificates from the concerned departments.
10. Acceptance of lower limit of tender rate shall be governed by the existing State Government circular in force and Government decision shall be final and binding in this regard.
11. Deleted
12. The quantities shown in the BOQ are based on estimate submitted to ----- If the quantities in the estimate sanctioned by the ----- varies from those furnished in the BOQ, the bidders shall not be entitled to withdraw their bids and they shall comply with any instructions issue by the Deptt. To complete the bid evaluation to its logical conclusion.
13. Rock is defined as all materials which in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

**BILL OF QUANTITIES**

Sl. No	Description of item (with brief specification and reference to book of specification)	Quantity	Unit	Rate		Amounts
				In Figures	In words	

Note:-

Item for which no rate or price has been entered in will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (Refer : ITB clause 13.2 and GCC Clause 43.3)

Unit rates and prices shall be quoted by the bidder in Indian Rupee (ITB clause 14.1)

Where there is a discrepancy between the rate in figures and words, the rates in words will govern [ITB Clause 27.1 (a) ]

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern {ITB Clause 27.1 (b)}

**SECTION: 8**  
**SECURITIES AND OTHER FORMS**

**BID SECURITY (BANK GUARANTEE)**

**WHEREAS,** \_\_\_\_\_ [Name of Bidder] (hereinafter called “ the Bidder” , has submitted his Bid dated \_\_\_\_\_ [date] for the construction of \_\_\_\_\_ [name of Contract hereinafter called “the Bid”].

**KNOW ALL PEOPLE** by these presents that We \_\_\_\_\_

[Name of Bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called “the Bank” are bound unto \_\_\_\_\_ [name of Employer hereinafter called” the Employer”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

**SEALED** with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**THE CONDITIONS** of this obligation are:

1. If after Bid Opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

**OR**

2. If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
  - a) Fails or refuses to execute the Form of Agreement in accordance with the Instruction to Bidders, if required; or
  - b) Fails to furnish the Performance Security, in accordance with the Instructions to Bidders; or
  - c) Does not accept the correction of the Bid Price pursuant to Clause 27.

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

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

DATE:

SIGNATURE:

WITNESS:

SEAL:

[Signature, Name and Address]

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

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

**PERFORMANCE BANK GUARANTEE**

To

The Chief Engineer, PWD (Bldg.), Assam,  
Chandmari, Guwahati-3.

**WHEREAS** \_\_\_\_\_ [Name and address of Contractor] (Hereafter called “the Contractor”) has undertaken, in pursuance of Contract no. \_\_\_\_\_ Dated \_\_\_\_\_ to execute \_\_\_\_\_ [Name of Contract and brief description of Works] (hereinafter called “the Contract”).

**AND WHEREAS** it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor such a Bank Guarantee:

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ (in words), such sum being payable in types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your hand and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor \_\_\_\_\_

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

Address \_\_\_\_\_

Date \_\_\_\_\_

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To

The Chief Engineer, PWD (Bldg.), Assam,  
Chandmari, Guwahati-3.

\_\_\_\_\_ [Name of Contractor]

Gentlemen:

In accordance with the provisions of contract, sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, \_\_\_\_\_ [Name and Address of contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [Name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee] \* \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surely merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of obligator on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee]\* [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or any of the Contract documents which may be made between \_\_\_\_\_ [Name of the Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ [name of the Employer] receives full repayment of the same amount from the Contractor.

Yours Truly,

***Signature and Seal***

Name of Bank/ Financial Institution:

Address:

Date:

---

*An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees*

**INDENTURE FOR SECURED ADVANCES**  
**FORM 31**

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
**BETWEEN** \_\_\_\_\_ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the Employer of the other part.

Whereas by an agreement dated \_\_\_\_\_ (hereinafter called the said agreement) the contractor has agreed.

**AND WHEREAS** the Employer has agreed to advance to the Contractor the sum of Rupees \_\_\_\_\_ on the Security of materials and the quantities and the other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on \_\_\_\_\_ and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now **THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of sum of Rupees \_\_\_\_\_ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as a said for the Contractor in or towards doth hereby covenant and agree with the President and declare as follows:

- 1) That the sum of Rupees \_\_\_\_\_ so advanced by the Employer to the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor 's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the employer against all claims to any materials in respect of which an advance has to be made to as aforesaid .
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may here after be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractors custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officers authorized by him. In the



even of the said materials or any part there of being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable used and wear thereof the Contractor will forthwith replaced the same with other materials of like quality or repair and make good the same required by the Engineer.

- (5) That the said materials shall not be any account be removed from the site of the said works with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall not be repayable in full when or before the Contractor receives payment from the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve per cent annum from the data of repayment and with all costs, charges, damages and expanses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise the reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees \_\_\_\_\_ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:
  - (a) Seize and utilise the said materials or any part thereof in the completion of the said work son behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the Employer on demand.
  - (b) Remove and sell by public auction the seized materials or any part there or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
  - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

**Letter of Acceptance**

\_\_\_\_\_ (Date)

To

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

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

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

We accept / do not accept that \_\_\_\_\_ be appointed as the Adjudicator<sup>2</sup>.

You are hereby requested to furnish performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_ - within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability period i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Chief Engineer, PWD (Bldg.),  
Assam, Chandmari, Guwahati-3.

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

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

**Issue of Notice to proceed with the work**

\_\_\_\_\_ (Date)

To,

\_\_\_\_\_ (Name and Address of the Contractor)

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite as stipulated in ITB Clause 34.1 and signing of the construction of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ at a bid of Rs. \_\_\_\_\_  
\_\_\_\_\_.

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

Yours faithfully,

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

**Agreement Form**

Agreement No. \_\_\_\_\_

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ between the Chief Engineer, PWD (Bldg.), Assam, Chandmari, Guwahati-3. [Hereinafter called "the Employer"] and \_\_\_\_\_ (name and address of contractor) hereinafter called "the contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_  
 \_\_\_\_\_ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of  
 Rs. \_\_\_\_\_

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provision of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
  - i. Letter of Acceptance
  - ii. Notice to proceed with the works;
  - iii. Contractor's Bid
  - iv. Condition of Contract: General and Special
  - v. Contract Data
  - vi. Additional condition
  - vii. Drawings
  - viii. Bill of Quantities and
  - ix. Any other documents listed in the Contract Data as forming part of the Contract.

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

The Common Seal of \_\_\_\_\_  
\_\_\_\_\_ was hereunto affixed in the presence of:

Signed, Sealed and delivered by the said \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of:

Binding Signature of Employer \_\_\_\_\_

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

**UNDERTAKING**

(For validity of the Bid)

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

---

(Signed by an Authorised Officer of the firm)

Title of Officer

Name of Firm

**UNDERTAKING**

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

---

(Signed by an Authorised Officer of the firm)

Title of Officer

Name of Firm

DATE



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

**BANK CERTIFICATE**

This is to certify that M/s

.....

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

If the contract for the work, namely Construction

.....

..... is awarded to above  
firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.

.....

..... to meet their working capital requirements for executing  
the above during the contract period.

\_\_\_\_\_

(Signature)

Name of the Bank

Senior Bank manager

Address of the Bank

**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s ..... have abandoned any worked by CPWD/ State PWD in India nor awarded to us for such works have been rescinded, during the last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and requested any Bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

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

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

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

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

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

\_\_\_\_\_  
Date

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

**SECTION: 9**  
**DOCUMENTS TO BE FURNISHED BY THE BIDDER**

**DOCUMENTS COMPRISING THE BID**

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

PART-I shall be names as “TECHNICAL BID” and shall comprise:

- (i) Bid Security in form specified in SECTION-8
- (ii) Qualification information and supporting documents as specified in SECTION-2.
- (iii) Certificates, Undertakings, Affidavits as specified in SECTION-2.
- (iv) Undertakings that the Bid shall remain valid for the period specified in Clause 15.1 of ITB.
- (v) Undertakings that the Bidder will invest a minimum of 25% of the bid value for the work.

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

- (i) Form of Bid as specified in SECTION-6.
- (ii) Priced Bill of Quantities for Items specified in SECTION-7.

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

(Up to here section-9)

**SECTION: 10**  
**DRAWINGS**

**SECTION: 11**

**ADDITIONAL SPECIFICATION/  
METHODOLOGY/ PROCEDURE  
FOR EXECUTION OF WORK**