

Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati



GVK Emergency Management and Research Institute
“Subham Greens” 2nd Floor, Lokhra, Guwahati, Assam – 781040.

BIDDING DOCUMENT

:Name of the Work:
**Setting up of Emergency Response Centre at State Head
Office, GVK EMRI Guwahati**

Bid No: GVK EMRI/Assam/SCM/01/2017-18 Date: 05/12/2017

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

Name of the Work: Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

Tender Schedule

Sl No.	Name of Event	Start Date	Start Time	End Date	End Time
1	Tender Download	05/12/2017	10:00 Hours	19/12/2017	10:00 Hours
2	Tender Submission	06/12/2017	14:00 Hours	19/12/2017	14:00 Hours
3	Pre – Bid meeting	11/12/2017	14:00 Hours	11/12/2017	16:00 Hours
4	Technical Bid Opening (Cover-1)	19/12/2017	16:00 Hours	---	---
5	Financial Bid Opening (Cover-2)	Will be intimated later on			

Note:- 1. In the event of any Bandh and Holiday, same time on the next working day shall be taken into account.

2. Technical bid submitted along with Cost of Tender and Bid Security manually will be accepted till **19th December 2017 up-to 14.00 hours.**

Online mode of submission of Technical and Financial Bid is mandatory. Manual submission of Financial Bid will not be accepted and if submitted summarily rejected. The exact date of Financial Bid Opening shall be notified later on.

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati



GVK Emergency Management and Research Institute
“Subham Greens” 2nd Floor, Lokhra, Guwahati, Assam – 781040.

AGREEMENT NO

Short Tender Notice

(CIVIL WORKS)

Name of Work: Setting up of Emergency Response centre at State Head Office, GVK EMRI , Guwahati

Download of Tender

Through Website: -

From 05.12.2017 (10:00 Hrs) to 19.12.2017 (10:00 Hrs).

Online Bid Preparation
and Hash Submission: -

From 06.12.2017 (14:00 Hrs) to 19.12.2017 (14:00 Hrs).

Last date and time of
manual submission:-

14:00 Hrs of 19.12.2017

Technical Bid Opening : -

19.12.2017 (16:00 Hrs.)

Place of opening bids:-

Office of the State Head, GVK,EMRI, Guwahati

Officer inviting bids:

Office of the State Head, GVK,EMRI, Guwahati

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati



GVK Emergency Management and Research Institute
“SubhamGreens” 2nd Floor, Lokhra, Guwahati, Assam – 781 040

Website : www.emri.in E-mail ID: p_vetrivel@emri.in

Tender Notice No: GVKEMRI/Assam/SCM/01/2017-18/

Date: 05/12/2017

INVITATION FOR BIDS (IFB)

The Office of the STATE HEAD, **GVK EMRI** invites bid for the works for the work as detailed below **ON TWO BIDS SYSTEM**.

Sl. No	Name of the Work	Value of work (in Rs)	Bid Security (In Rs)	Cost of Tender document	Period of completion (from the date of issue of Formal work order)
1.	Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati”	Rs.1,28,24,000.00	Rs.1,30,000.00	Rs.1,000.00	5 weeks

1. Eligibility Criteria:-

- Registered APWD (Bldg) Class I-(A/B/C) / CPWD/ Reputed Construction Company/ Agency registered under Govt. /Public Sector undertaking
- Contractor must have satisfactory completed
 - Two similar works, each of value not less than 50% of the estimated cost put on tender or
 - One similar works of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 5 years ending on the last day of the month previous to the one in which the tenders are invited.
- Contractor must have achieved average Annual Turnover of at least 30% of estimated cost during last 3 years ending 31st March of the previous Financial Year.
- The Contractor having PAN Card/GST Registration/Labour License registration under EPF & MP Act,1952 etc. are eligible to participate in the bid process
- In case the evaluated Bid Amounts are equal, preference for allotment of the project will be given to the bidder who has completed Hospital Building projects on earlier occasion.
- The intended bidders are asked to verify the site for the work prior to quoting their rates.

2. Cost of tender document should be drawn in favour of **GVK EMRI, Assam**, payable at **Guwahati** should be in the form of DD.

3. Bid security with a validity of 225 (i.e. 180+45) days should be in the form of FDR/CDR/TDR and drawn in favour of **GVK EMRI, Assam**, payable at **Guwahati**

4. The Contractor/bidder must be registered with the Electronic Tendering System (ETS) of the Govt. of Assam ([website http://assamtenders.gov.in](http://assamtenders.gov.in)).Contractors/Bidders can download documents free of cost. Contractors/Bidders have to necessarily download the bidding document from the ETS using their own ID (Digital Signature Certificate). Bid documents not procured (downloaded) through the ETS/not using the contractor’s own user ID will be considered invalid and summarily rejected. Contractors submitting bids online have to submit copy of the documents of technical bid manually along with cost of tender document before the expiry of the sequence ‘Online Bid Submission’ date and time as mentioned in the tender schedule. Bid will be rejected/ cancelled if Financial Bid submitted off-line/hard copy.

5. The tender will be available through the link <http://assamtenders.gov.in> from **05/12/2017**

6. Tender Schedule:-

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Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

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Signature of Bidder with Seal

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Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

SECTION: 1

INSTRUCTION TO BIDDERS

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Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

GENERAL

1. Scope of Bid:

The Office of the STATE HEAD, GVK EMRI invites bid for the works **and ON TWO BID SYSTEM** for the work **Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati**

- 1.1 The Successful bidder will be expected to complete the works by the intended completion date specified in the Contract data
- 1.2 Throughout this bidding document, the terms 'bid' and 'tender' and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

1 Source of Funds

- 1.3 The expenditure on this project will be met by GVK EMRI, Assam

2 Eligible Bidders

- 2.1 This Invitation for Bids is open to all bidders.
- 2.2 Deleted

3. Qualification of the Bidder

- 3.1 All bidders shall provide in Section 2, Forms of Bid and Qualification, Information, a preliminary description of the proposed work method and schedule, including planning, charts. 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.

Documents showing Project organisation (Flow Chart) Project Organisation (Duties and Responsibilities), Methodology of Working, Test and Inspection Plan and Safety should also accompany the bid.

3.2 Deleted.

- 3.3 All bidders shall include the following information and documents with their bids in Section 2.

- i) Copies of Original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder;
- ii) Total monetary value of construction work performed for each of the last five years;
- iii) Experience in works of a similar nature and size for each 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) Authority to seek references from the Bidder's Bankers;

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- ix) Information regarding any litigation, current or during the last five years in which the Bidder is involved, the parties concerned, and disputed amount;
- x) Proposals for sub Contracting components of the Works amounting to more than 10% of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and the sub contracting agencies, identified will not be changed or dropped without the approval of State head, GVK EMRI, Assam
- xi) 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.

3.4 Bids from Joint ventures are not acceptable.

3.5 **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;
- b. The bidder should preferably be a profit making one for the last five years.
- c. In case the evaluated Bid Amounts are equal, preference for allotment of the project will be given to the bidder who has completed Quarter Building works on earlier occasion.
- d. The contractor who was earlier allotted any work and could not complete the work in all respect in time will not be ELIGIBLE to participate in the bidding process.
- e. The contractor should possess required valid electrical license, Ant termite license for executing the building electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix-I in any one year.

The contractor should possess required valid license for executing the water supply/ sanitary engineering works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Appendix-I in any one year

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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, construction planning and methodology of work.

Availability for this work of personnel with adequate experience as required; as per Appendix –III

- b. Liquid assets and/or availability of credit facilities of not less than amount indicated in Appendix - I.

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

3.6 Deleted

3.7 Deleted

- 3.8. 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

4. One Bid per Bidder

Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of this Bid, and the tender inviting authority will in no case be responsible and liable for those costs.

6. Site Visit

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.

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B. BIDDING DOCUMENTS

7. Content of Bidding Documents

7.1 The set of bidding documents comprises the documents listed below :

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	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

Table-1

7.2 One copy of each of the volumes I, II, III & IV will be downloaded from Website by the Bidder. Both the technical & financial bids will be received online in pdf form only. A hard copy of technical bid will be submitted by the bidder manually along with original cost of tender document and Bid security in separate sealed envelope.

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

8 Clarification of Bidding Documents

8.1 A prospective bidder requiring any clarification of the bidding documents may notify the the Office of the STATE HEAD, GVK EMRI in writing to address indicated in the invitation to bid. The Office of the STATE HEAD, GVK EMRI will respond to any request for clarification, which he received earlier than 5 days prior to the deadline for submission of bids. Copies of the response to pre bid will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Pre-bid meeting

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as mentioned . The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The bidder may discuss any questions on the Bid on the day of the pre bid meeting.

9.2.2 Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the STATE HEAD, GVK EMRI Guwahati exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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10 Amendment of Bidding Documents

All amendments issued will be published on the Website: www.assamtenders.gov.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 tender document and have to be signed and submitted manually along with the bid.

- 10.1 Before the **deadline** for submission of bids, STATE HEAD, GVK EMRI may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be a part of the bidding documents
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the STATE HEAD, GVK EMRI Assam may, at his discretion, extend as necessary the deadline for submission of bids

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

Mode of Bid Preparation and documents comprising the bid

Technical bid should be submitted online and a hard copy of the same has to be submitted before the end time submission of bid.

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

Bidders need not submit **Price Bid** in paper form.

- 12.1 The bid to be submitted by the bidder as Volume V of the bid document online only shall be in Two separate parts:

Part-I shall be named "Technical Bid" and shall comprise

1. Bid Security in the form Specified in Section 5.
2. Qualification Information and supporting documents as specified in Section 2.
3. Certificates, undertakings, affidavits as specified in Section 5.
4. Any other information pursuant to Clause 4.2 of these instructions.
5. Undertaking that the bid shall remain valid for the period specified in Clause 9.

Part-II shall be named "Financial Bid" and shall comprise.

- i) Priced Bill of Quantities for items specified in Section 7.
- ii) Form of Bid

The Bidder shall prepare one set of hard copy of the technical bid and to be submitted manually before expiry of the date & time. **In case of discrepancy between the two, the tender will be summarily rejected.**

Bidders are advised to scan their Documents at 100dpi (in black & white mode) in pdf format for multiple pages with maximum file size of 25 MB. If numbers of pages exceeds, the bidders are advised to create multiple files and uploads the same in "upload additional document" stage. The Price bid should be in xls. format.

- 12.2 Following documents, which are submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information, and other forms	

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3	Conditions of Contract	
4	Contract of Data	
5	Technical Specifications	II
7	Bill of Quantities	III
8	Securities and other forms	III
9	Form of bid	III
10	Drawings	IV
11	Documents to be furnished by bidder	V

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 rounded to the nearest rupee described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid 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 Form of Bid both in figure & 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, 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 treated as non responsive. In exceptional circumstances, prior to expiry of the original time limit, STATE HEAD, GVK EMRI 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. 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.

15.2 Deleted

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 of Rs.1,30,000/- for this particular work. The bid security shall be in favour of **GVK EMRI, Assam, payable at Guwahati** as named in Appendix and may be in one of the following forms:

- a) Deposit-at-call Receipt/ from any Nationalized/ Schedule Indian Bank.

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- b) Fixed Deposit Receipt issued by any schedule Indian Bank or a foreign Bank approved by R.B.I.
- 16.2 Bid Security having fixed validity issued for the bid shall be valid for 45 days beyond the validity of the bid of 180 days.
- 16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected as non-responsive.
- 16.4 The Bid Security of unsuccessful bidders will be returned within 30 days of the end of the validity period
- 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 bid evaluation.

18 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's guide.

- 18.1 The Bidder shall submit both technical and financial bids through on-line. One hard copy of technical bid along with supporting documents (Affidavits, Bid security, cost of bid, undertakings in original & other certificates) of the documents comprising the bid bound with the volume containing the "Technical Bid" and clearly marked "HARD COPY of Technical bid". In the event of discrepancy between on line & manual technical bid, the bid will be rejected /cancelled.
- 18.2 The hard copy of technical Bid as per clause 12.1 of the ITB 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 shall be signed by the person or persons signing the bid.
- 18.3 The Bid shall contain no overwriting, alterations or additions, 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.

Signature of Bidder with Seal

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D. SUBMISSION OF BIDS

19 Only on-line bids will be accepted. Both technical & financial bids will have to send through on-line. However one hard copy of technical bid signed by the bidder as per clause 12.1 of the ITB for verification & checking authenticity of documents during evaluation.

19.1 On-line : Technical Bid with scanned copies of Bid security, cost of document and other supporting documents. Any online document, after downloading, if found not readable / illegible will not be considered for evaluation & summarily rejected. Financial Bid (BOQ & Form of Bid) (Only On-line) should be submitted separately as VOLUME-II. Bid will be rejected if the Financial bid submitted off-line.

19.2 Off- line: Cost of bidding document (in ORIGINAL), Bid Security (in ORIGINAL), one hard copy of technical bid as per clause 12.1 of the ITB for verification & checking authenticity of documents during evaluation. Manual technical bid (one copy) with original documents (which are submitted on-line with the Technical bids), should be submitted manually for verification on or before bids submission closing date & time.

The bidder shall seal the hard copy of the technical bid in one envelope duly marking the envelope as “Technical Bid.” Address of the Employer should clearly mentioned in the envelope along with identification as indicated in Appendix to ITB. In addition to the Identification required the envelope 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 20 of ITB, or the Bid Evaluation Committee declares the bid as non-responsive pursuant to clause 22 of ITB. Bidders are required to mention the Company ID (Obtained at the time of ETS registration), and tender no(as seen on the ETS website) on the outer envelope of the bid as well as each envelope(viz. Technical Bid, Bid Security and Cost of Tender Document).

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. The Bidder shall fill up all online forms following the procedure for e-tendering. The Bidder shall generate the bid hash following the procedure of online bid preparation and digitally sign with his/her own digital signature and submit the hash as per the online bidding procedure for financial bid. The Bidder shall verify the generation of the Super hash as per the time schedule in IFB. The Bidder shall decrypt the bid and submit it in an encrypted form as per the online bidding procedure

20 Deadline for Submission of Bids

20.1 Complete Bids must be received by the Employer at the address specified above and not later than the date indicated in appendix. 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.

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

Online Bidders must decrypt and submit their re-encrypted bids before the expiry date of the tender time schedule. Failure to submit re-encrypted bids will result in the bids being treated as cancelled bids.

21 Late Bids

21.1 Any Bid received late 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 No bid may be modified after the Deadline for submission of bids except in pursuance of Clause 23. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid may result in the forfeiture of Bid Security pursuant to Clause 16.6. Online bids can be modified or cancelled online before the expiry date and time specified at tender schedule. After the deadline no modifications /withdrawals are allowed.

Signature of Bidder with Seal

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E. BID OPENING AND EVALUATION

23 Bid Opening

- 23.1 STATE HEAD, GVK EMRI 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 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 Before opening the envelope containing hard copy of “Technical Bid” documents, envelope containing cost of bid document & then the envelope containing bid security will be opened first. If the Cost of Bidding Document is not there or incomplete, the remaining bid documents will not be opened and bid will be rejected. 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 Appendix to ITB and has not been furnished in the form specified in Clause 16, the online technical bid and the online financial bid will be destroyed and all papers submitted with manual technical bid will be returned unopened to the bidder.
- 23.3 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.
- 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) Deleted.
- 23.5 Deleted
- 23.6 At the time of opening of “Financial Bid”, the name of the bidders will be announced. The bids of only technically qualified bidders will be opened. The remaining bids will be unopened.
- 23.7 Deleted.
- 23.8 STATE HEAD, GVK EMRI 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 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 STATE HEAD, GVK EMRI 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, 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 in the evaluation of the Bids in accordance with Clause 21.
- 25.2 No Bidders shall contact the STATE HEAD, GVK EMRI Assam 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 STATE HEAD, GVK EMRI, it should do so in writing.
- 25.3 Any effort by the Bidders to influence the bid evaluation, bid comparisons or contract award decisions may result in the rejection of the Bidders' bid.

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State Head, GVK EMRI



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26 Examination of Bids and Determination of Responsiveness

- 26.1 During the detailed evaluation of “Technical Bids”, the STATE HEAD, GVK EMRI will determine whether each Bid (a) meets the eligibility criteria defined in Clause 1 and ; (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 STATE HEAD, GVK EMRI 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, 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 STATE HEAD, GVK EMRI for any arithmetic errors. Errors will be corrected 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 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

28. deleted

29. Evaluation and Comparison of Financial Bids

- 29.1 The STATE HEAD, GVK EMRI 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, STATE HEAD, GVK EMRI will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause 21; or
 - (b) Making an appropriate adjustments for any other acceptable variations, deviations; and
- 29.3 The STATE HEAD, GVK EMRI 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 shall not be taken into account in Bid evaluation.
- 29.4 The estimated effect of the price adjustment conditions of the *Condition of Contract*, during the period of implementation of the contract, will not be taken into account in Bid evaluation.
- 29.5 Deleted
- 29.6 Deleted

30. Deleted

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F. AWARD OF CONTRACT

31 Award Criteria

Subject to Clause 32, the STATE HEAD, GVK EMRI will award the Contract to the Bidder whose Bids has been determined

- (i) To be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price on best acceptable Engineering, Architectural and economically viable planning and design; and
- (ii) To be within the available Bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In 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.

32 STATE HEAD, GVK EMRI's right to accept any Bid and to reject any or all Bids.

a. the STATE HEAD, GVK EMRI 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 State Head, GVK EMRI, Guwahati, Assam's actions.

33 Notification of Award and Signing of Agreement

- a. The Bidders whose Bid has been accepted will be notified of the award by the STATE HEAD, GVK EMRI prior to expiration of the Bid validity period by registered letter/ e mail. This letter (hereinafter and in the Condition of Contract called the "Letter of Acceptance") will state the sum that will be paid to 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").
- b. 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.
- c. The agreement will incorporate all agreements between the STATE HEAD, GVK EMRI Assam and the Successful Bidder. It will be signed by STATE HEAD, GVK EMRI Assam and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it
- d. Upon the furnishing of the successful Bidder of the Performance security, the STATE HEAD, GVK EMRI Assam will promptly notify the other Bidders that their Bids have been unsuccessful.

34 Performance Security

Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver a Performance Security in any of the form given below for an amount equivalent to 10% of the Contract price:

Deposit-at-call Receipt / from any Nationalized /Schedule Indian Bank/ Fixed Deposit Receipt issued by any schedule Indian Bank or a foreign Bank approved by R.B.I.

- a. 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.
- b. Failure of the contractor to comply with the Sub-Clause 59 shall constitute sufficient grounds for termination of the contract and forfeiture of the performance Security.

35 **deleted**

36 **deleted**

37 **deleted**

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APPENDIX - I

(PRIME QUALIFICATION INFORMATION)

1. Name of the Employer is: STATE HEAD, GVK EMRI
2. The Total Volume of civil Engineering Construction work performed in the last five years:
 - a) 2012--2013
 - b) 2013--2014
 - c) 2014—2015
 - d) 2015—2016
 - e) 2016—2017
3. The annual financial turn over amount is Rs. 38,47,200.00 /year in any two years during the last 5 years.
4. Value of the work of satisfactory completed is
 - i) One similar nature of work of value Rs.1,02,59,200
 - ii) Two similar works each of value not less than 64,12,000

in the last 5 years ending on the last day of the month previous to the one in which the tenders are invited.

5. Liquid Assets and / or availability of credit facilities is Rs 12,82,368. The sample format for the same is attached in the tender document.

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SECTION 2

QUALIFICATION INFORMATION

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

1. For Individual Bidders

Constitution or legal status of Bidder

[Attach Copy]

Place of Registration:

Principal Place of Business:

Power of Attorney of Signatory of Bid

Total value of Civil Engineering construction

work performed in the last Five years	2012 - 2013
(in Rs. Lakhs)	2013 – 2014
(Attach Certificate from	2014 – 2015
Chartered Accountant)	2015 – 2016
	2016 – 2017

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

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

Table-4

1.7 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.

1.8 deleted

1.9 deleted

1.10 deleted

1.11 deleted

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.

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SECTION 3
CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT (G.C.C)

A. GENERAL

1. Definitions

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

The **Contract** is the contract between the Employer and the Contractor to design, plan and 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 “Engineer” is the Site Engineer, who is responsible of supervising the Contractor, administering the Contract, certifying payments due to the Contractor issuing and valuing Variations to the Contract, ensuring the quality, recommending extensions of time, and valuing the Compensation Events.

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.

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.

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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. Communications

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

5. Employer's and Contractor's Risks

- 5.1. The STATE HEAD, GVK EMRI 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.

6. Employer's Risks

- 6.1. The STATE HEAD, GVK EMRI 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.

7. Contractor's Risks 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. **Site Investigation Reports**

- 7.1. 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.

8. Queries about the Contract Data

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

9. Contractor to Construct the Works

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

9.2. deleted

10. The Works to be completed by the Intended Completion Date

10.1. 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.

11. Safety

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

12. Possession of the Site

The STATE HEAD, GVK EMRI 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 it is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

13. Insurance deleted

14. Site Investigation Reports

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

15. Queries about the Contract Data

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

16. Contractor to Construct the Works

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

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

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

18. Approval by the Engineer

18.1. Deleted

19. Safety

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

20. deleted.

21. Possession of the Site

21.1. The State Head, GVK EMRI, Guwahati, 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 it 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.

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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 Engineer to inspect the work site and examine and verify any item or items of work executed by the Contractor to ascertain the quality and the quantity of the work, if necessary by engaging a 3rd party if so required by the Employer.
- 23.3. deleted

24. Disputes

- 24.1. deleted.

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 STATE HEAD, GVK EMRI 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. deleted

TIME CONTROL

27. Programme

- 27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval of 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 Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 27.4. deleted

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 co-operate 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 5 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

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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. deleted

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.

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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

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.

35.1. 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.

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D. COST CONTROL

37. Bill of Quantities

37.1. The Bill of Quantities shall contain items for the construction and installation, work to be done by the Contractor.

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. 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.

38. Deleted

39. Deleted

40. Deleted

41. Deleted

42.

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 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.

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. Payments shall be made subject to availability of fund.

43.5. The contractor will not execute any new/ modified item of work not mentioned in approved drawing without written order

44. Compensation Events

44.1. The following are Compensation Events unless they are caused by the Contractor:

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

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- 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 all taxes that the Contractor will have to pay for the performance of this Contract. The contractor will pay all the taxes as fixed by the Government from time to time and also as per subsequent notifications modified by the Government after the agreement. 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. Contract price shall remain fixed without any price adjustment.
- 47.2. Deleted

48. Deleted

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.

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

- 49.3. The employer may without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to be due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.
- 49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof

50. Deleted

51. Deleted

52. securities

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

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52.2. Cost of Repairs 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.**

53. deleted

54. deleted

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2) E. FINISHING THE CONTRACT

55 Completion

- 52.3. 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

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

57 Final Account

- a. 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

- a. 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.
- b. 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

- a. The Employer or the contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- b. Fundamental breaches of contract include, but shall not be limited to the following:
- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program me 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."

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- c. 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.
- d. Notwithstanding the above, the Employer may terminate the Contract for convenience.
- e. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site within a period of one months.

60 Payment upon Termination

- a. 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.
- b. 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

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

62 Release from Performance

- a. 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.

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F. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. GENERAL

- 1.1. 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.
- 1.2. 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

The Project site is situated at "Subham Greens", 2nd Floor, Lokhra Chariali, Lokhra, Guwahati – 781040, Assam, India
The intending bidder shall be deemed to have visited the site and familiarized themselves with site conditions before submitting their bids 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. Bidder will have to procure all materials, Labour, T&P and any other arrangements for proper execution of the work and to be of the best quality and workmanship in all respect as per relevant I.S. code of practices and A.P.W.D. general specification.

All materials should be stacked beforehand for maintaining uninterrupted and satisfactory progress of the whole work.

4. Deleted

5. deleted

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 Bid document.

7. deleted

8. deleted

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 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) Progress Measurement Methodology

The Contractor is required to submit within two weeks of award of work, the methodology of progress measurement of planning, 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.

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

10. 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:

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- (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.

- b. 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.
- c. 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 the duration of the contract and shall not be subjected to adjustment on any account unless specifically stated in relevant bid clause

14. TERMS OF PAYMENT

All payments to the contractor will be made by the Employer on the basis of payment schedule.

15. 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.

16. TAXES, DUTIES AND OTHER LEVIES

Without prejudice to stipulations in general conditions of contract, the bidder should quote prices inclusive of all taxes, duties, and other levies.

17. 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.

18. 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

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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 establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20% of wages to employees drawing Rs 3500/- or less. The bonus to be paid to employees getting Rs 2500/- per month or above up to Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act: - The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the 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.

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- (m) Child Labour (prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment, which employs 5, or more interstate migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, 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) Ct 1996 and the Cess Act of 1996: - All the Establishments who carry on any building or other construction work employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the 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 10persons or more with aid of power or 20 or more persons without aid of power engaged in manufacturing process.

19. ARBITRATION (GCC Clause 25.3)

The procedure for arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The 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) deleted
- (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.

20. JURISDICTION

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

21. 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 bid document.

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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 other Authority for any permission, then the payment will be made by the firm and the same will be reimbursed by the department.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 program me 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.

29. 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.

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30. WARRANTY

(a) The Supplier shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contract protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, 12 months after installation and commissioning / the goods have been taken over. However the warranty period specified if any, in the Special Condition of Contract (Section – 4) the same shall rule.

(b) If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment s replaced of renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.

(c) Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges

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SECTION 4
CONTRACT DATA

1. **The Employer is the STATE HEAD, GVK EMRI, Assam**

Name of authorized Representative (Will be intimated later)
2. **The Engineer is the Site Engineer, NHM, Assam**
3. **The Start date shall be 7 Days from the date of issue of the Notice to proceed with the work.**
4. **The Intended Completion Date for the whole of the Works 5 weeks after start of work**
5. **The Site is located at:- GVK EMRI, "Subham Greens" 2nd Floor, Lokhra, Guwahati, Assam – 781040.**
6. **Name and identification number of the Contract is:**
Tender Notice No: GVKEMRI/Assam/SCM/01/2017-18 Date: 05/12/2017
7. **The Works consist of the following:-“**
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(C) Other Items
Any other items as required fulfill all contractual obligations as per the Bid documents.
8. **The law, which applies to the Contract, is the law of Union of India & Govt. of Assam.**
9. **The languages of the Contract documents is English**
10. **The minimum insurance cover for physical property, injury and death is Rs.5Lakhs 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.**
11. **The Site Possession Dates shall be within 7(seven) days from the date of Notice to proceed with the work.**
12. **The period for submission of the programme for approval of Engineer shall be 7 days from the issue of Letter of acceptance.**
13. **The currency of the Contract is Indian Rupees.**
14. **The proportion of payments retained (retention money) shall be 5 % of the Contract value shall be deducted and retained from the Final Bill. There will be no deduction of retention money from the Running Account Bills.**
15. **Amount of liquidated damages for delay in completion of works 1% every week after 5 weeks**
16. **Maximum limit of liquidated damages for delay in 10% of the Initial Contract Price rounded off to the nearest thousand.**

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completion of work.

17. **The Securities shall be for following minimum amounts equivalent as a percentage of the Contract Price.**

10 per cent of contract price plus Rs. (to be decided after evaluation of the bid)

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

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SECTION 8
SECURITIES AND OTHER FORMS

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 Adjudicator². 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,

State Head
GVK EMRI, Assam

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Agreement Form

Agreement No. _____

This agreement made the _____ day of _____ between the State Head GVK EMRI, Assam [herein after 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 where of 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 _____

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

UNDERTAKING

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

(Signed by an Authorized Officer of the firm)

Title of Officer

Name of Firm

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

AFFIDAVIT

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

(Signed by an Authorized Officer of the Firm)

Title of Officer

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

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

BANK CERTIFICATE

This is to certify that M/sis a reputed company with good financial standing.

If the contract for the work, namely constructionis awarded to above firm, we shall be able to provide overdraft / credit facilities to the extent of Rsto meet their working capital requirements for executing the above during the contract period.

Signature

Name of Bank

Senior Bank Manager

Address of the bank.

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

FORM OF BID

Description Of work : **Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati**

To

The State Head
GVK Emergency Management and Research Institute
Guwahati, Assam

We offer to execute the works describe above and remedy any defects therein in conformity with the conditions of contract , specifications, drawings, Bill of quantities and addenda for the sum of Rs (Rupees.....).

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

Dated thisday of

Signaturein the capacity ofduly authorized to sign bids for and on behalf of

Address

Witness

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

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 refers Clause 8.1 shall be in 2 (Two) parts comprising the followings:

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

Bid Security in form specified in SECTION-8

Qualification information and supporting documents as specified in SECTION-2.

Certificates, Undertakings, Affidavits as specified in SECTION-2.

Any other information pursuant to Clause 4.2 of this instruction.

Undertakings that the Bid shall remain valid for the period specified in Clause 9 of ITB.

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

Priced Bill of Quantities for Items specified in SECTION-7.

Form of Bid as per format attached in section 5.

Each part will be separately sealed and marked in accordance with the sealing and marking Clause 10 and signed at every pages by the Bidder or authorized signatory.

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

APPENDIX

PAYMENT PROCEDURE:-

1. The vender is required to submit **bill** after attaining satisfactory progress of work with due certification of concerened authority.. The payment for the same would be released after due verification.
2. The following certificates/ authentications must accompany each and every bill
 - (a) Certificate from Site Engineer that the works done against the bill amount have been executed by the Contractor as per the approved sample, design, drawing and specifications.
 - (b) Certificate from the Site Engineer, duly signed by the Contractor also certifying that the quality of works considered in the bill is strictly as per required specifications.
 - (c) Certificate from the Site Engineer duly signed by the Contractor also certifying that the fittings, sanitary and water supply, electrical, LAN & CCTV are as per approved type of fittings.
5. No payment will be released if the above procedure is not adopted.

Note :

1. Quantities mentioned above are indicative and shall be used for comparison of bids only. However, the final payment shall be made on actual (taking unit rate mentioned in the bid) as per the actual work done in accordance with approved design document.
2. Unit rates mentioned would remain fixed.
3. List of Preferred Makes or Brand of major products as per Annexure
3. Any other item required, should be mentioned with its unit rate in the bid.
4. Architecture drawing and working drawing is attached to this tender

Ref:Tender Notice No: GVKEMRI/Assam/SCM/01/2017-18

Date: 05/12/2017

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

SPECIFICATION AND MODELS:-**ANNEXURE – A****I. AC DETAILS:**

1.

Sl. no	TR	Type	Qty.	Indoor unit	outdoor unit	No of compressor
1	1	Split	3	3	3	3



2.

Sl. no	TR	Type	Qty.	Indoor unit	outdoor unit	No of Compressor
1	1.5	Split	7	7	7	7



3.

Sl. no	TR	Type	Qty.	Indoor unit	outdoor unit	No of compressor
1	2	Split	19	19	19	19

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State Head, GVK EMRI



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4.

Sl. no	TR	Type	Qty.	Indoor unit	outdoor unit	No of compressor
1	4	Cassette	8	8	8	3



5.

Sl. no	TR	Type	Qty.	Indoor unit	outdoor unit	No of compressor
1	2	Cassette	4	4	4	4

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State Head, GVK EMRI



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6.

Sl. no	TR	Type	Qty.	Indoor	Outdoor unit	No of compressor
1	8	Precision	1	1	1	2



II. Ceiling Lights:

1.

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

sl no	Type	capacity	Nos	Remarks
1	4 pin type	36 wt 18 wt	60 150	working Unusable



Signature of Bidder with Seal



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Annexure

LIST OF MATERIALS /SPECIFICATIONS		
SR.NO.	PARTICULARS	BRAND AND MAKE
1	Commercial Plywood, Block Board	Century "Sainik"/Greenply "Ecowood"
2	MDF/Partcle board	Action/Green/Asis
3	Cement Board	Charminar/V board/Everest
4	Cement grey	Ambuja/Birla/L&T/ACC 53 or 43 Grade/ Lafarge
5	P.O.P.	Standard Company
6	Ceramic & vitrified tile	Nitco/Johnson/Kajaria/RAK
7	Plumbing fixtures	Jaquar/Plumber
8	Sanitary Ware	Hindware/Parryware/Cera
9	Toilet Accessories	Jaquar/ESS ESS/
10	Gypsum Board	India Gypsum/Lafrage
11	GI Framing	Heavy guage GI framing local make
12	Soft Board	Jolly make/equivalent
13	Flush door comm or marine	Century,Anchor,Kitply,Green
14	Mirror and glass	Modi, Saint Gobain or ASI
15	Laminates	Century mica/Merino/Green/Sunmica/Formica
16	Veneer	Anchor/Green/Century/Flamingo/Sonear/Archid
17	Adhesive for wood work	Fevicol
18	Rubberized adhesive	SR 998/SR Express Pedilite
19	Modular Grid ceiling	Armstrong grid section,600MMx600MM grid/Kingston
20	Floor spring	Hardwyn/Dorset/EBCO
21	Patch fitting	Hardwyn/Dorset/EBCO
22	Door Closer	Hardwyn/Dorset/EBCO
23	Door Lock mortise	Hardwyn/Dorset/EBCO
24	Door Lock cylindrical	Hardwyn/Dorset/EBCO
25	Drawer and cabinet lock	Hardwyn/Dorset/EBCO
26	Drawer Channel Telescopic/Regular	Hardwyn/Dorset/EBCO
27	Door and Drawer handles	Hardwyn/Dorset/EBCO
28	Tower Bolt	SS ISI mark,
29	Ball catch	Magnetic heavy duty
30	Luster paint oil base	Nerolac/ICI/Asian
31	Plastic Paint Acrylic emulsion	Nerolac/ICI/Asian
32	Enamel paint	Nerolac/ICI/Asian
33	Colour pigments & stanner	Pidilite/Roffe

Signature of Bidder with Seal

State Head, GVK EMRI



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34	Melamine polish	ICI
35	Vertical blinds	Vista Levolar/MEC
36	Frosted Film	Garware/3M
37	Anti shatter film	Garware/3M
38	Aluminium section for door and window	Heavy guage Jindal anodised
39	CPU Trolley	EBCO/hettich/hafele
40	Keyboard with Mouse Tray metal black powder coated	EBCO/hettich/hafele
41	Chair and preferred lounge sofa	monarch/godrej/featherlite
42	Split AC / Ductable AC	Bluestar/Daikin/Hitachi
43	Electric wires	Havells/Finolex/Anchor/RR cable (FR Grade)
44	Electric switches	Anchor Roma/Legrand Mylinc
45	PVC conduits	Precision/Saraswati/Presto/ Berlin
46	Luminaires	Wipro/Syska/Crompton Greaves/Bajaj/ Philips
47	LAN cabling	Amp Tyco/Systimax/Molex/Schneider
48	CCTV	Zyris/ HiK Vision

Signature of Bidder with Seal

State Head, GVK EMRI



Setting up of Emergency Response centre at State Head Office, GVK EMRI Guwahati

DRAWINGS: LAYOUT PLANS

Signature of Bidder with Seal



State Head, GVK EMRI