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REQUEST FOR PROPOSAL

FOR

**CONSTRUCTION OF HOSTEL/RESIDENTIAL BLOCK IN  
TRIBAL RESEARCH INSTITUTE AT BABADAM, WEST GARO  
HILLS DISTRICT IN THE STATE OF MEGHALAYA**

**RFP No.: 1**

**Vol. I**

October 2020

**Employer:**

Department of Arts & Culture,  
Office of the Director  
Shillong, Meghalaya.

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## SECTION-1: LIST OF IMPORTANT DATE, NOTICE INVITING TENDER (E-tender)

### I. LIST OF IMPORTANT DATES

Sl. No.	Activity	Timeline
1.	Name of Work	Construction of Hostel/Residential blocks in Tribal Research Institute at Babadam, West Garo Hills District in the state of Meghalaya.
2.	Completion Period for Construction	24 Months
3.	Date of publishing of Notice Inviting Tender (NIT)	20/10/2020
4.	Document Download Start Date / Start Date of Submission	<b>Period: 20/10/2020 at 2:00 PM</b> The documents can be downloaded from the Meghalaya State e-Procurement Portal <a href="https://meghalayatenders.gov.in">https://meghalayatenders.gov.in</a> For more information contact no +919436119181 and through e-mail at <a href="mailto:artsandculturemegh@gmail.com">artsandculturemegh@gmail.com</a>
5.	Date, Time and Place of for Pre-bid Meeting	<b>Date: 30/10/2020 at 2.00 pm</b> Venue: Department of Arts & Culture, Office of the Director, Shillong, Meghalaya.
6.	Document Download End Date / End Date of Submission	<b>Date: 10/11/2020 at 11:00 AM</b> <b>Date: 11/11/2020 at 02:00 PM</b>
8.	Date and Time for Technical Bid Opening	<b>Date: 17/11/2020 at 3.00 pm</b>
9.	Place of Technical Bid Opening	<b>Address:</b> Main Secretariat, Meghalaya
10.	Presentation of the Design by the bidder	To be notified later to each bidder. Venue: Main Secretariat, Meghalaya.
11.	Date, Time and Place for Financial Bid Opening	To be notified later to each technically qualified bidder. Venue: Main Secretariat, Meghalaya.
12.	Bid Validity Period	180 Days
13.	Offer Inviting Authority	Department of Arts & Culture, Office of the Director, Shillong, Meghalaya.

Sl. No.	Activity	Timeline
14.	Bid criteria	<b>Quality and Cost Based Selection Method (QCBS): Technical 80: Financial 20</b>
15.	Evaluation method under QCBS	<p>Under the QCBS method of selection the weightage given to the Technical and Financial scores will be 80% and 20% respectively. The Contract will be awarded to the bidder scoring maximum marks in technical and financial evaluations as per the qualifying criterion</p> <p>QCBS evaluation formula:</p> <p>For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids.</p> <p>The scores will be calculated as:</p> $B_n = 0.8 * T_n + (0.2) * (C_{min} / C_b * 100)$ <p>Where</p> <p><math>B_n</math> = overall score of bidder under consideration (calculated up to two decimal points).</p> <p><math>T_n</math> = Technical score for the bidder under consideration.</p> <p><math>C_b</math> = Actual price quoted by the bidder.</p> <p><math>C_{min}</math> = Lowest price among the financial proposals under consideration.</p>

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## NOTICE INVITING TENDER (e-tender)

### Department of Arts & Culture

#### Office of the Director

#### Shillong, Meghalaya.

NIT No.:

Date:

1. The Department of Arts & Culture invites tender from Class 1 registered contractors for the works mention below:

Sl. No.	Name of the project	Tender Fee non-refundable	Tender Value	Earnest Money Deposit (Rs.)
(i)	Construction of Hostel/Residential block in Tribal Research Institute at Babadam, West Garo Hills District in the state of Meghalaya.	16000/-	16.39 crore	1% for Tribals 2%for Non Tribals

2. Tender documents can be downloaded from the e-tendering website <https://meghalayatenders.gov.in> from 20/10/2020 To 10/11/2020 and to submit the Tender fee receipt in the office of The Director Arts & Culture Shillong in the form of DD/ Bankers Cheque issued in favor of “The Director, Department of Arts & Culture, Shillong, Meghalaya” Payable at Tura
3. Bidders are requested to submit the Earnest Money Deposit (EMD) receipt in the office of The Director, Department of Arts & Culture, Shillong, Meghalaya in the form prescribed in the tender document issued in favor of “The Director, Department of Arts & Culture, Shillong, Meghalaya ” Payable at Meghalaya.
4. The last date for **pre-bid queries** is **28/10/2020** through e-mail on [artsandculturemegh@gmail.com](mailto:artsandculturemegh@gmail.com) and **Pre-bid meeting will be held on the 30/10/2020** in the Office of the Director, Department of Arts & Culture, Shillong, Meghalaya.
6. The deadline of **online bid-submission** is **11/11/2020** and dead line for hard copy of Tender Fess and EMD in original is **11/11/2020**.

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7. The Technical Bid Opening date is 17/11/2020.
  8. Non-refundable Court fee Stamp of Rs 2000/- (Rupees Two thousand) only has to be affix on the sealed tender
  9. Deduction like GST, Forest Royalty, Cess and Security deposit will be executed accordingly as per the prescribe rate by the Government from time to time.

Brief eligibility criteria & terms & conditions.

1. The Bidders should have successfully completed similar works during the last 5 years:
  - a. 01 (one) work costing not less than Rs. 13.11 Crores of State/Central Government.
  - b. 02 (two) works costing not less than Rs. 09.83 Crores of State/Central Government.
  - c. 03 (three) works costing not less than Rs. 06.55 Crores of State/Central Government.
2. The perspective applicant/tenderer (s) shall have their own necessary plants and machinery for the execution of construction work.
3. The tenderer shall have requisite Technical Personals for the construction work.
4. The available Bid Capacity of the applicant shall be more than total bid value.
5. Bid shall remain valid for a period of 180 days with effect from the date of opening of the tender.
6. Earnest Money Deposit shall be in Bankers Cheque / Fixed Deposit Receipt (FDR) drawn in favor of Director, Department of Arts & Culture, Shillong Meghalaya.
7. All bidders shall enclose Tender Fee Receipt along with their bid.

Director  
Arts & Culture  
Shillong, Meghalaya.

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## SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

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## **I. INSTRUCTIONS AND BACKGROUND TO BIDDERS (ITB)**

### ***A. General***

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

- 1.1 The Employer as defined in the Appendix to ITB invites bids for the Construction of Hostel/Residential block in Tribal Research Institute at Babadam, West Garo Hills District in the state of Meghalaya as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Appendix to ITB.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Section 4- Part I General Conditions of Contract.
- 1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

#### **2. Eligible Bidders**

- 2.1 This Invitation for Bids is open to all bidders as defined in the N I T
- 2.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- 2.3 Any bidders having criminal record is not allowed to participate in the online bidding process. Any person who is having criminal cases against him or involved in the organized crime or gangster activities or Mafia or Goonda or Anti-social activity are strictly prohibited to participate in the bidding process. If it is established that any bidder has criminal record, his bid shall be automatically cancelled.

#### **3. Qualification of the Bidder**

- 3.1 All bidders shall provide details as mention in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 3.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:
  - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the authorized signatory of the Bid to commit the Bidder;
  - (b) Total monetary value of Construction works performed for each of the last five years;
  - (c) Experience in works of similar nature and size (as specified in clause 4.4A (b) of ITB) for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;

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- (d) Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 (b) (ii) of ITB.
  - (e) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31<sup>st</sup> March, 2019. (i.e. FY: 2016-17, FY: 2017-18, FY: 2018-19).
  - (f) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
  - (g) The proposed methodology and program of development for the work duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

#### **4.3 Bids from Consortium are allowed.**

- All the members of consortium shall be jointly and severally responsible for all matters/obligations under this bid document/contract agreement.
- “Consortium will be allowed with a maximum no. of 2 firms (lead member + 1 other member.
- “Lead Member” means the member which will take the lead in the management of the consortium affairs and which will provide the Consortium Representative for liaison with the Employer and, unless otherwise agreed by the members, the Services Manager for direction of the conduct of the Services.
- "Associate Members" means the individuals or firms which have agreed to consortium.
- The Power of attorney of the signatory [ies] on behalf of the consortium for all purposes including signing of agreement, payment, regular communication etc. is attached.

#### **4.4A To qualify for award of the Contract, each bidder should meet the followings:**

Experience of having successfully completed similar works during the last 5 years ending previous day of last date of submission of tender:

One (01) similar project costing not less than Rs. 13.11 Crores for State or Central Government.

OR

Two (02) similar work/project costing not less than Rs. 09.83 Crores for State or Central Government.

OR

Three (03) similar work/project costing not less than Rs. 06.55 Crores for State or Central Government.

[Similar work/project: Construction of Residential/Institutional/Public buildings works.]



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- 4.4B (a) Each bidder must attach:
- (i) The current income-tax clearance certificate (FY: 2018-19);
  - (ii) GST Registration Certificate
  - (iii) An affidavit that the information furnished with the bid documents is correct in all respects; and
  - (iv) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- (b) Each bidder must demonstrate:
- (i) Availability Experience and Expertise to carry out the work stated in the Appendix to ITB.
  - (ii) Availability of technical personnel as stated in the Appendix to ITB.
- (c) The bidder must not have in his employment:
- (i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
  - (ii) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.
- 4.4 C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- 4.5 Sub-contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in clause 4.4A above.
- 4.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
  - (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

## **5. One Bid per Bidder**

- 4.1 Each Bidder and their consortium partner shall submit only one Bid for one work.

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## **6. Cost of Bidding**

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

## **7. Site Visit**

- 7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, road etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

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## ***B. Bidding Documents***

### **8. Content of Bidding Documents**

- 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.
1. Notice Inviting Tender
  2. Instructions to Bidders
  3. Qualification Information
  4. Conditions of Contract  
(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
  5. Specifications
  6. Drawings
  7. Bill of Quantities
  8. Form of Bid (Technical and Financial Proposal formats)
  9. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.
- 8.2 Bidding document will be available online on the website <https://meghalayatenders.gov.in>.
- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

### **9. Clarification of Bidding Documents and Pre-bid Meeting:**

- 9.1 A prospective bidder requiring any clarification of the bidding document may notify the employer in writing or by e-mail at the employer address indicated in the Notice Inviting Tender. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry, but without identifying its source.
- 9.2 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.
- 9.2.1 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
  - 9.2.2 The bidder is requested to submit any questions in writing or by email so as to reach the Employer not later than two days before the meeting.
  - 9.2.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted online (or otherwise). Any modifications of the bidding documents listed in Clause .1 of ITB, which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively online through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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- 9.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

- 10.1 Before the deadline for online submission of bids, the Employer may modify the bidding documents by issuing addenda online.
- 10.2 Any addendum thus issued shall be 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 Employer may extend, as necessary, the deadline for online submission of bids, in accordance with Clause 20.2 of ITB.

### ***C. Preparation of Bids***

## **11. Language of Bid**

- 11.1 All documents relating to the Bid shall be in English language as specified in the Appendix to ITB.

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

- 12.1 The Bid submitted by the Bidder shall be in two separate parts:

**Part I** This shall be named Technical Bid and shall comprise of:

- I. Earnest Money;
- II. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- III. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- IV. Any other information / documents required to be completed and submitted by bidders, as specified in the appendix to ITB, and
- V. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

**Part II** It shall be named Financial Bid and shall comprise of:

- I. Form of Bid as specified in Section 8;
  - II. Priced bill of quantities for items specified in Section 8;
- 12.2 The following documents, which are not submitted with the bid, will be deemed to be part of the bid section particulars
1. Notice inviting Tender
  2. Instruction to the bidders
  3. Conditions of Contract
  4. Contract Data
  5. Specifications
  6. Drawings

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### **13. Bid Evaluation Process**

- 13.1 The Contract shall be for the whole Works, as described in Clause 1. 1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall be selected using the QCBS Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. QCBS Method requires the bidder to submit Technical and Financial proposals (bids) separately in two sealed envelopes for the items specified in the Appendix to ITB. The Technical Proposals will be opened first and will be evaluated leaving the Financial bids unopened. Financial Proposals of only those bidders who fully meets the Qualification Requirements and secure more than 75% of marks will be opened. Technical bids will be assigned a weightage of 80% and the Financial bids 20%. The work will be awarded to the agency who secure the highest total marks in the combined evaluation of Technical plus Financial proposals (bids).
- 13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

### **14. Currencies of Bid**

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

### **15. Bid Validity**

- 15.1 Bids shall remain valid for a period of One Hundred Eighty (180) days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his Earnest Money. 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 earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

### **16. Earnest-Money**

- 16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.
- 16.2 The Earnest Money Deposit (EMD) will be in the form of Bank Guarantee (BG) and/or Fixed Deposit Receipt (FDR) only of any scheduled commercial banks, issued in favor of the name given in the Appendix to ITB. BG/FDR will be valid for six months or more after the last date of receipt of bids. Earnest money will be deposited, physically, with officer calling tender, on and before last date of submission of tender. A scanned copy of earnest money document will be submitted along with the tender. In case of the bidder pays EMD

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through any other mode than that of BG and/or FDR will not be accepted or granted for.

16.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.

16.4 The Earnest Money of unsuccessful bidders will be returned within **15 days** of the end of the Bid validity period specified in Clause 15.1 of ITB.

16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

**16.6 The Earnest Money may be forfeited:**

- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to i.  
Sign the Agreement; and/or
  - ii. Furnish the required Performance Security.
  - iii. In case, the successful bidder does not agree and accept the corrections to amount stated in the Bid arrived due to any arithmetic errors in the bid as specified by the employer in clause 26 of ITB.

**17. Alternative Proposals by Bidders**

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

**18. Format and Signing of Bid**

18.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.

18.2 The Bid shall be submitted on line and shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.2(a) of ITB. The person or persons signing the Bid shall sign all pages of the Bid.

***D. Submission of e-Bids***

The Bid Submission module of website <https://meghalayatenders.gov.in> enables the bidders to submit the e-bids online against this bidding published by the purchaser. Bid may be submitted only during the period and time stipulated in the bidding. Bidders are advised to start the Bid Submission process well in advance so that they can submit their bids in time. The bidders shall submit their bids taking into account the server time, displayed in the website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last date of submission stipulated in the schedule. The bidders cannot submit their bids after the completion of bid submission period. For delay in submission of bids due to any reasons, shall be responsibility of the bidder. The bidders shall follow the instructions mentioned herein under for submission of their e-bids.

- For participating in bids through the e-bidding system, it is necessary for the bidders to be the registered users of the website <https://meghalayatenders.gov.in>. The bidders shall first register themselves on the e-bidding website, if they have not done so previously, using the option “**Online Bidder Enrolment**” available on the home page of the website.

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- In addition to the normal registration, the bidder has to register with their Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/ she will be allowed to carry out his /her bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register their DSC, the bidder shall first log on to the e- bidding system using the User Login option on the home page with the logging ID and Password with which they have registered as per clause 1.1 above. For successful registration of DSC on e-procurement website <https://meghalayatenders.gov.in> he bidder must ensure that they possess class-2/Class-3 DSC issued by any certifying authorities duly approved by Controller of Certifying Authorities. The bidder is also advised to register their DSC on E-procurement website well in advance before bid submission period & time so that they do not face any problem while submitting their e-bid against this bidding. The bidder can perform User Login creation and DSC registration exercise as described in clauses 1.1 and 1.2 above even before bid submission period starts. The purchaser shall not be held responsible if the bidder tries to submit their e-bid at the last moment of submission of bid, but could not submit due to DSC registration problem.

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

- 19.1 The Bidder shall have to bid online separately for Technical and Financial Bid. Technical Bid: To be opened on DD/MM/YY (Date and time of Technical Bid opening as per clause 22.1 of ITB.) Financial Bid: Not to be opened except with the approval of the Employer.

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

- 20.1 Complete Bids (including Technical and Financial) must be received by the Employer in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB.
- 20.2 The Employer may extend the deadline for online submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **21. Late Submission of Bids**

- 21.1 No Provision/Consideration on Late Bid/Bids Submission.

## **E. Bid Opening and Evaluation**

### **22. Bid Opening**

22.1 The Employer will open the bids received, in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time online on the next working day. The technical bid shall be opened in the the Office of The Director, Department of Arts & Culture Shillong, Meghalaya.

22.2 The Employer will prepare minutes of the Technical Bid opening, including the information disclosed to those present in accordance with Clause 22.3 of ITB.

22.3 Evaluation of the technical bids with respect to EMD (bid security), qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB.

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shall be taken up and completed within Ten working days of the date of bid opening, and a list will be drawn up of the responsive bids and scoring a minimum of 75 % marks whose financial bids are eligible for consideration.

22.4 The Employer shall inform, by E-mail (or otherwise) the bidders, whose technical bids are found responsive, date, time and place of opening of Financial Bid as stated in the Appendix ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time online on the next working day through they or their representative, may attend the meeting of opening of financial bids.

22.5 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.3 of ITB will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

22.6 The Employer shall prepare the minutes of the opening of the Financial Bids.

## **23. Process to be Confidential**

23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to any bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

## **24. Clarification of Bids and Contacting the Employer**

24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

## **25. Examination of Bids and Determination of Responsiveness**

25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4 of ITB; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents, (e) Approach and Methodology, Design Concept, technical specifications and drawings, Work Plan.

25.2 During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, arithmetical correctness, Compliances to other financial requirements mentioned in the RFP document.

25.3 A substantially responsive "Technical and Financial Bid" is one that conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's



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obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

- 25.4 If a “Technical Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. The Financial bid of the bidder whose Technical Bid is not substantially responsive will not be considered and opened at all and may be returned to the bidder unopened.
- 25.5 If a “Financial Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **26. Correction of Errors**

- 26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
  - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.

## **27. Evaluation and Comparison of Bids**

- 27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.
- 27.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.
- 27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer’s estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the development & construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer/latest Government Orders, which shall be final, binding and conclusive on the bidder.
- 27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer’s estimate of the cost of works including defect liability period for one year under the contract, the Employer may require the Bidder to produce detailed price analyses for the work. After its evaluation, the Employer may require that the amount of the performance security set forth in

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Clause 32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer/latest Government Orders, which shall be final, binding and conclusive on the bidder.

## **28. Price Preference**

28.1 There will be no price preference to any bidder.

## **F. Award of Contract**

## **29. Award Criteria**

29.1 Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

- i. To be substantially responsive to the bidding documents and who has scored the highest marks in the combined evaluation of Technical and Financial Proposals, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and

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

30.1 Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

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

- 31.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email to be confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Intent" and/or "Letter of Acceptance" as the case may be) will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 31.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.
- 31.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.
- 31.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

## **32. Performance Security**

32.1 The total performance security is Five percent (5%). The successful bidder shall deliver to the Employer a performance security of Two percent (2%) within 15 (fifteen) days after receipt of

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“Letter of Intent” and/or “Letter of Acceptance” as the case may be. Performance security shall be valid until a date 45 days after the expiry of Defect Liability Period of 1 year after intended completion date. Remaining Performance Security of Three percent (3%), the employer shall retain the amount from each payment due to the contractor until completion of the whole of the work. The time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.

32.2 The performance security shall be either in the form of a Performance Bank Guarantee (PBG) and/or fixed deposit Receipts (FDR), issued in favor of The Director, Department of Arts & Culture, Shillong Payable at Meghalaya. from a Scheduled Commercial Bank.

32.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1 shall constitutes sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating future bids under The Office of the Director, Department of Arts & Culture, Shillong, Meghalaya for one year.

### **33. Advances:**

33.1 The employer will provide mobilization advances and advance against security of materials as provided in Clause 45 of Part I General Condition of Contract.

### **34. Corrupt or Fraudulent Practices**

The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

### **35 Evaluation Of Financial Bid**

**35.1** After the technical bid evaluation is completed the Executive Engineer shall notify in writing to those contractors who have qualified the technical bid, the date, time and location for opening of their Financial Bid. Contractors attendance at the opening of the financial bid is optional.

**35.2** Financial bid shall be opened in the presence of the contractors representatives who choose to attend. The Financial bid of the qualified contractors shall then be opened.

**35.3** The final selection shall be based on Quality and Cost Based Selection (QCBS) in the ratio of 80:20 ( 80% Technical and 20% Financial/Cost).

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## II. APPENDIX TO INVITATION TO BIDDERS (ITB)

### Instructions to Bidders Clause Reference

- (1.1) The Employer is department of Arts & Culture Office of the Director, Shillong, Meghalaya.
- 2.1 The Works is “Construction of Hostel/Residential block in Tribal Research Institute at Babadam, West Garo Hills District in the state of Meghalaya. REFER SECTION 5: SPECIFICATIONS.
- (3.1) *Eligible Bidders Are:* Open tender to all bidders.
- (4.2) The information required from bidders in Clause 4.2 is modified as follows:  
*NONE*
- (4.4A)(b) Satisfactorily completed (in all respect) nos. of similar works/projects, as prime Contractor, excluding maintenance cost as below –
- Experience of having successfully completed similar works during the last 5 years ending previous day of last date of submission of tender:
- One (01) similar project costing not less than Rs. 13.11Crores for State or Central Government.
- OR
- Two (02) similar work/project costing not less than Rs. 09.83 Crores for State or Central Government.
- OR
- Three (03) similar work/project costing not less than Rs. 06.55 Crores for State or Central Government.
- [Similar work/project: Construction of Residential/Institutional/Public buildings works.]
- (4.4 B)(a) (iii) Other certificates required with the bid are: As per ITB
- (4.4 B)(b) (ii) The Number of Technical personnel, Qualifications and Experience will be as follows:

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**A. The Technical Personnel are:**

Sl. NO.	POSITION	NOS.	QUALIFICATION AND EXPERIENCE
1.	Team Leader	01	Masters in Civil Engineering or equivalent with 10 Year Experience in similar work
2.	Structural Engineer	01	Masters in Structural Engineering with 10 years experience in similar work
3.	Construction Expert	01	Graduate in Civil Engineering or equivalent with 10 Year Experience in similar work
4.	Civil Engineer	01	Graduate in Civil Engineering or equivalent with 5 Year Experience in similar work
5.	Site Supervisor	01	Graduate in Civil Engineering or equivalent with 5 Year Experience in similar work

- (5.1) The Contact person is:  
Sh. Kanchani Koch  
Contact no. +919436119181 and through email at [artsandculturemegh@gmail.com](mailto:artsandculturemegh@gmail.com)  
Address : Director, Department of Arts & Culture, Shillong, Meghalaya.
- (6) Language Of the bid is: *English*
- (7) Bids may be submitted only in QCBS Method [Technical and Financial Bids in separate sealed envelopes]
- (8) Schedule of Rate applicable for Percentage Rate Method is: *Not Applicable.*
- (9) The amount of Earnest Money shall be 1% for tribals and 2% for non tribals of the Tender Value
- (10) Only in the form of Bank Guarantee (BG) and/or Fixed Deposit Receipt (FDR) must be drawn in favor of: The Director, Department of Arts & Culture, Shillong, Meghalaya.
- (11) Other acceptable forms of Bid Security pledged in favor of: **No other forms/mode**
- (12) The Employer's address for the purpose of Bid submission is online submission
- (13) The deadline for online submission of bids shall be:  
Date: 11/11/2020 Time: 2.00 pm Hrs. (IST)
- (14) Exemption from Earnest Money is granted to: MSMEREGISTERED FIRMS ONLY. At least one of the member of the consortium should be registered with MSME

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## SECTION 3: QUALIFICATION INFORMATION

The bidder shall fulfill the following qualifying requirements:

### I. FINANCIAL REQUIREMENTS

1. The applicant/bidder shall have average annual turnover during last 03 financial years ending on 31<sup>st</sup> March 2020 (i.e. FY:2017-18, FY: 2018-19 & FY: 2019-20) on Development and Construction of similar Works not less than **30% of the estimated cost of the project (Rs. 4.91 Crores)** failing which the bid shall not be evaluated.

### II. TECHNICAL CRITERIA / WORK EXPERIENCE

Experience of having successfully completed similar works during the last 5 years ending previous day of last date of submission of tender:

One (01) similar project costing not less than Rs. 13.11 Crores for State or Central Government.

OR

Two (02) similar work/project costing not less than Rs. 09.83 Crores for State or Central Government.

OR

Three (03) similar work/project costing not less than Rs. 06.55 Crores for State or Central Government.

[Similar work/project: Construction of Residential/Institutional/Public buildings works.]

The Bidder shall provide completion certificate to substantiate the experience from client for above mentioned contract assignment criteria.

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**KEY PROFESSIONALS:**

SI. NO.	POSITION	NOS.	QUALIFICATION AND EXPERIENCE
1.	Team Leader	01	Masters in Civil Engineering or equivalent with 10 Year Experience in similar work
2.	Structural Engineer	01	Masters in Structural Engineering with 10 years experience in similar work
3.	Construction Expert	01	Graduate in Civil Engineering or equivalent with 10 Year Experience in similar work
4.	Civil Engineer	01	Graduate in Civil Engineering or equivalent with 5 Year Experience in similar work
5.	Site Supervisor	01	Graduate in Civil Engineering or equivalent with 5 Year Experience in similar work

### Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for the purposes of post-qualification as provided for in clause 4 of the Instructions to Bidders. This Information will not be incorporated in the Contract. Attach additional pages as necessary.

## 1. INDIVIDUAL BIDDERS AND PARTNERS

1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid	[attach copy] ..... ..... .....						
1.2	Total annual volume of works executed and payments received in the last five years preceding the year in which bids are invited.	(Rs. In Lacs)						
1.3.1	Work performed as prime Contractor (in the same name and style) on works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge.							
Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of work order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

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

### A. Existing commitments and on-going Works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)*	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

\* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

### B. Works for which bids already submitted:



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Description of Work*	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, If any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

*\*Attach certificate (s) from the Engineer - In – Charge*

- 1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Works.  
List all information requested below.

Item of Equipment	Description, make, and age (years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom), or to be purchased

- 1.5 Qualification of technical personnel proposed for the Contract.

Position	Name	Qualification	Years of experience

- 1.6 Proposed sub-contractors and firms involved for redevelopment and construction. Refer to Clause 7 of Part I General Conditions of Contract.

Sections of the Works	Value of subcontract	Sub-contractor (name and address)	Experience in similar work

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1.7 Financial Reports for the Last Three Years: Balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

- 1.
- 2.
- 3.
- 4.

1.8 Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

1.9 Proposed Program (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

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

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

If the contract for the work, namely, .....  
..... is awarded to the us, we shall be able to provide overdraft  
/ credit facilities to the extent of ..... Rs.  
..... to meet the working  
capital requirements for executing the above contract.

Signature .....

Name .....

Address .....

**Note:** Certificate should be on the letterhead of the bidder.

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**Undertaking From bidders to invest minimum 10% of the Value of the work.**

**Name of Work:**

It is to be certified that I have Rs. .... In Cash, Rs.....  
in Bank and Rs..... by other sources with which I intend to proceed  
with the proposed work.

**Date :-**

**Place :-**

**Signature of Contractor.**

## SECTION 4: CONDITIONS OF CONTRACT

### I. PART – I: GENERAL CONDITIONS OF CONTRACT

These conditions are subject to the variations and additions set out in Part II Special Conditions of Contract

#### **Notes on Conditions of Contract:**

The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of Conditions of Contract that follows has been developed for smaller measurements contracts for redevelopment & construction on the basis of international practice and the practice of the Government of India, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the redevelopment & construction industry towards simpler, more straightforward language.

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## A. GENERAL

### 1. Definitions

- 1.1 Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.
- Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
  - Compensation Events are those defined in Clause 40 hereunder.
  - The Completion Date is the date of completion of the Works as certified by the Engineer, i.e. 6 months from the date of signing of contract including rainy season and Defect liability period for 12 months.
  - The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.
  - The Contract Data defines the documents and other information, which comprise the Contract.
  - The Contractor is a person or corporate body who's Bid to carry out the Works, including Defect liability period for one year, has been accepted by the Employer.
  - The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
  - 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 Defect is any part of the Works not completed in accordance with the Contract.
  - The including defect liability period for one year calculated from the Completion Date.
  - Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.
  - The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including defect liability period for one year. The Employer may delegate any or all functions to a person or body nominated by him for specified Functions.
  - The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.
  - Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to redevelopment and construct the Works.
  - The Initial Contract Price is the Contract Price listed in the Employer's Letter

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of Intent/Acceptance.

- The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.
- Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.
- The Site is the area defined as such in the Contract Data.
- Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface 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 Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the redevelopment & construction work in the Contract, which includes work on the Site.
- Temporary Works are works designed, reconstructed, constructed, installed, and removed by the Contractor that are needed for redevelopment & construction or installation of the Works.
- A Variation is an instruction given by the Engineer, which varies the Works.
- The Works, as defined in the Contract Data, are what the Contract requires the Contractor to redevelopment, construct, install, maintain, and turn over to the Employer.

## **2. Interpretation**

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these 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,

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- (2) Notice to Proceed with the Work,
  - (3) Letter of Intent/Acceptance,
  - (4) Contractor's Bid,
  - (5) Contract Data,
  - (6) Special Conditions of Contract Part II,
  - (7) General Conditions of Contract Part I,
  - (8) Specifications,
  - (9) Drawings,
  - (10) Bill of Quantities, and
  - (11) Any other document listed in the Contract Data.

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

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

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

- 4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.
- 4.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

### **5. Delegation**

- 5.1 The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

### **6. Communications**

- 6.1 All Certificate, notices or instructions to be given to the contractor by Employer / Engineer shall be sent on the address or contact details given by the contractor in Section 6- Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

### **7. Subcontracting**

- 7.1 The contractor may subcontract part of the scope of the works with the approval of the Employer in writing, upto 25% of the contract price but will not assign the Contract. Subcontracting shall not alter the contractor's obligations.
- 7.2 Beyond what has been stated in clauses 7.1, if the contractor proposes sub-contracting any part of the work during execution of the works, because of some unforeseen circumstances



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to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:

- a. The Contractor shall not sub-contract the whole of the works.
  - b. The Contractor shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any his sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.
- 7.3 The Engineer should satisfy himself before recommending to the Employer whether
- a. The circumstances warrant such sub-contracting; and
  - b. The sub-contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion of the Quantum of works to be sub-contracted.

## **8. Other Contractors**

- 8.1 The contractor shall co-operate and share the site with other contractors. Public authority's utilities and the employer between the dates given in the schedule of other contractors, as referred to in the contract data. The contractor shall also provide facilities and services for them as described in the schedule. The employer may modify the schedule of other contractor, and shall notify the contractor of any such modification.
- 8.2 The contractor should take up the work in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other contractors till the completion of the works.

## **9. Personnel**

- 9.1 The Contractor shall employ for the redevelopment & construction work, the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.
- 9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- 9.3 The Contractor shall not employ any retired Gazette officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

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

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

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Contractor carries the risks that this Contract states are Contractor's risks.

## **11. Employer's Risks**

- 11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, 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), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

## **12. Contractor's Risks**

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

## **13. Insurance**

- 13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant and Materials;
  - b) loss of or damage to Equipment;
  - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - d) Personal injury or death.
- 13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- 13.3 The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from starting date of redevelopment & construction work to the end of the date of completion work, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) Personal injury or death.
- 13.4 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees.
- 13.5 Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.6 Both parties shall comply with any conditions of the insurance policies.

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## **Site Investigation Reports**

- 14.1 The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

## **15 Queries about the Contract Data**

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

## **16 Contractor to Carry out the Works**

- 16.1 The Contractor shall carryout the Works in accordance with the Specifications and Drawings.
- 17 The contractor shall execute and construct the works with intermediate technology, i.e., by manual means with minimum input of machinery required to ensure the quality of works as per specifications.

## **18 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 Schedule submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

## **19 Approval by the Engineer**

- 19.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.
- 19.2 The Contractor shall be responsible for design of Temporary Works.
- 19.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 19.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 19.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

## **20 Safety**

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

## **21 Discoveries**

- 21.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **22 Possession of the Site**

- 22.1 The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of carrying out the Execution, Supply and Installation. At the start of the work, the employer shall handover the possession of at-least 75% of the site.

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## **23. Access to the Site**

23.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

- a. The Engineer
- b. The Employer
- c. The Suitable Agency.

## **24 Instructions**

24.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

## **25 Dispute Redressal System**

25.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract and/or the execution of Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

25.2 Either party will have the right of appeal, against the decision of the competent authority, to the arbitration if the amount appealed exceeds rupees one lakh.

## **26 Procedure for Resolution of Disputes**

26.1 The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of a dispute.

26.2 Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under the Arbitration and Conciliation Act 1996. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.

26.3 The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. 5 Crore or the Contractor is a Foreign Contractor, who has bid under ICB:-

- (a) In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by

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the Employer and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator.

- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Roads Congress shall appoint the arbitrator.

A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.

- (c) The decision of the majority of arbitrators shall be final and binding upon both parties.

The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- 26.4 Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. 5 Crore and below, disputes and differences in which an Adjudicator has given a decision shall be referred to a sole Arbitrator. The sole Arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, by the appointing authority, namely the Chairman of the TENDER COMMITTEE.
- 26.5 Arbitration proceedings shall be held at SHILLONG India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 26.6 Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

## **B. TIME CONTROL**

### **27 Program**

- 27.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the redevelopment and construction of works.
- 27.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed. The Engineer shall cause these details to be verified at each appropriate stage of the program.
- 27.3 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

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- 27.4 The Contractor shall submit to the Engineer for approval an updated Program at intervals of 30 Days no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 27.5 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

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

- 28.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.
- 28.2 The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **29 Delays Ordered by the Engineer**

- 28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity or at particular Ghat within the overall project scope of works.. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

## **30 Management Meetings**

- 29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.
- 29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

# **C. QUALITY CONTROL**

## **31 Identifying Defects**

- 30.1 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.

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## **32 Tests**

- 32.1 The contractor shall be solely responsible for :
- a. Carrying out the mandatory tests prescribed in the Specifications, and
  - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 32.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Suitably Manual 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.

## **33 Correction of Defects noticed during the Defect Liability Period for One year.**

- 33.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
- 33.3 The RFI (Ready/Request for Inspection) system will be followed for execution of work.

## **34 Uncorrected Defects**

- 33.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1 and of these Conditions of Contract, to the satisfaction of the Engineer, 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, on correction of the Defect.

## **D. COST CONTROL**

**34 Bill of Quantities** 34.1 The Bill of Quantities shall contain items for the development & construction, installation, testing, and commissioning, to be done by the Contractor.

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

## **35 Variations**

- 35.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programs produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

## **36 Payments for Variations**

- 36.1 If rates for variation items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.
- 36.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

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36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. For Market rated items, rates will be decided by inviting three quotations from the market to be obtained by the Engineer in charge or his representatives and subsequent analysis of the same. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

### **37 Cash Flow Forecasts**

37.1 When the Program is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

### **38 Payment Certificates**

38.1 The payment to the contractor will be as follows for the work:

- a) The Contractor shall submit to the Engineer in charge monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work.
- b) The Engineer in charge shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
- c) The value of work executed shall be determined, based on measurements by the Engineer in charge or his representative.
- d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- f) The Engineer in charge or his representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) The Payment of final bill shall be governed by the provisions of clause 50 of GCC.

### **39 Payments**

39.1 Payments shall be adjusted for deductions for advance payments security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 15 days of the date of each certificate.

39.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.



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

#### **40 Compensation Events**

- 40.1 The following shall be Compensation Events unless they are caused by the Contractor
- a) The Engineer orders a delay or delays exceeding a total of 30 days.
  - b) The effects on the Contractor of any of the Employer's Risks.
- 40.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

#### **41 Tax**

- 41.1 Bid shall be inclusive of all Taxes excluding GST. The GST amount shall be reimbursed / paid separately as per as per the latest Government Orders.

#### **42 Currencies**

All payments will be made in Indian Rupees.

#### **43 Security Deposit/ Retention and Release of Performance Security and Security Deposit/ Retention.**

- 43.1 The Employer shall retain security deposit of 5% of the amount from each payment due to the Contractor until completion of the whole of the Work.
- 43.2 On the completion of the whole Work half the total amount retained as Security Deposit is repaid to the contractor and half when the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of his period have been corrected.
- 43.3 The additional performance security for unbalanced bids as detailed in Clause 51 of Conditions of Contract is repaid to the contractor when the entire work is complete.
- 43.4 The performance security equal to the five percent of the contract price in Clause 51 of Conditions of contract is repaid to the contractor when the period of one-year defect liability period is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.
- 43.5 If the Contractor so desires then the Security Deposit can be converted into any interest-bearing security of schedule commercial bank in the name of the Employer duly pledged in favor of the Employer for Defect Liability Period.

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#### **44 Liquidated Damages**

- 44.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. 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 shall not affect the Contractor's other liabilities.
- 44.2 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.

#### **45 Advance Payment**

- 45.1 The Employer will make the following advance payment to the contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Commercial bank acceptable to the Employer in amounts equal to the advance payment:
- a. Mobilization advance up to 5 percent of the contract price.
  - b. Deleted, as not applicable to this tender.
- The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on advance payment.
- 45.2 The Contractor is to use the advance payment only to pay for raw material, equipment, plant and mobilization expenses required specifically for execution of works. The Contractor shall demonstrate the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 45.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor for the work, following the schedule of completed percentage of the work on payment basis. No account shall be taken of the advance payment or the repayment in assessing valuation of work done, variations, price adjustments, Compensation events or liquidated damages.

#### **46 Secured Advance**

- 46.1 The contractor ,on signing an indenture in the form to be specified by the Engineer, shall be entitled to be paid, during the execution of work, up to 75% of the estimated value of any materials, which, in the opinion of the Engineer, are non-perishable and which have been procured and adequately stored against damage, but which have not been incorporated in the works at the time of making advance.
- a) The materials are in accordance with the specification for works;

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- b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks;
  - c) The contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;
  - d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;
  - e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and
  - f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.

#### **47 Securities**

- 47.1 The Performance Security equal to Five percent of the contract price and 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 the form given in the Contract Data and by a scheduled commercial bank. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

#### **48 Cost of Repairs**

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

### **E. FINISHING THE CONTRACT**

#### **Completion of the works**

- 49.1 The contractor shall request the Engineer in Charge to issue a certificate of completion of the works, and the Engineer in Charge will do so upon deciding that the works is completed.

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## **50 Taking Over**

- 49.1 The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works.

## **51 Final Account**

- 50.1 The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of the works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the correct and complete. If the account is not correct or complete, the engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the 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 28 days of receiving the Contractor's revised account. The payment of final bill for the works will be made within 14 days thereafter.
- 50.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for the works will be made within 14 days thereafter.

## **52 Operating and Maintenance Manuals**

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

## **53 Termination**

- 52.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 52.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
  - b) The Contractor is declared as bankrupt or goes into liquidation other than for approved redevelopment or reconstruction or amalgamation;
  - c) 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;
  - d) The Contractor does not maintain a Security, which is required;
  - e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;

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- f) The Contractor fails to provide insurance cover as required under clause 13;
  - g) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - h) If the Contractor has not completed at least thirty percent of the value of the Work required to be completed after half of the completion period has elapsed;
  - i) Deleted.
  - j) Any other fundamental breaches as specified in the Contract Data.
  - k) If the Contractor fails to deploy the material, finished signages or personnel as specified in the contract Data at the appropriate time.
- 52.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 52.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## **54 Payment upon Termination**

- 53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.
- 53.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of material, 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.

## **55 Property**

- 54.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

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## **56 Releases from Performance**

- 55.1 If the Contractor is frustrated by the outbreak of war or by any other event entirely outside the control of 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 a commitment was made.

## **F. OTHER CONDITIONS OF CONTRACT**

### **57 Labour**

- 56.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.
- 56.2 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 labor from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

### **58 Compliance with Labour Regulations**

- 57.1 During the execution of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to redevelopment & construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer in Charge 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.

Inter-State migrant workers must follow the necessary Covid 19 protocols and must get the necessary clearances from the District Administrations as per protocols

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## 59 Drawings and Photographs of the Works

- 58.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this. The contractor will provide digital copies of the photographs/video to the employer as and when asked for.
- 58.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in Charge in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in Charge in writing.

## 60 The Apprentices Act 1961

- 59.1 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

## 61 Criminals are prohibited from bidding

Any bidders having **criminal record** is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organized crime or gangster activities or Mafia or Goonda or Anti-social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**

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## 8. Project Background

Meghalaya, a state in the North Eastern Region of India is peopled by diverse ethnic groups and dominant among them are the Khasis, the Garos and the Jaintias.

It is ethnographically and anthropologically one of the most significant states in India as its major tribes follows matrilineal family system contrary to the common patriarchal family system. The beautiful topography of the state, in league with the variegated history of the tribes, producing heart rendering myths, legends, ballads and epic-lore, etc. have contributed immensely to the emergence of the unique arts, traditions and cultures that define the lives and times of the people of the state, which presently faces the threat of the intention of the outside and modern technology – ruled world.

The state has various facets of its cultural practices as well as both traditional and contemporary arts in many forms from fine to visual and performing arts and can be a boast of many in-born talented and skilled artists, artisans and craft persons in various fields.

### OVERALL OBJECTIVE

- The overarching objective is to preserve, depict and showcase the rich tribal art and culture of the native people of Meghalaya through various mediums.
- Develop Tribal Institute, heritage village with the research institute to promote, preserves and celebrates the local art, culture and architecture of Garo and Meghalaya as a whole.

### ABOUT THE PROJECT

The Meghalaya Tourism Development Corporation will construct a Tribal Research Institute in Babadam, West Garo Hills District, Meghalaya. To undertake the same, Directorate of Art & Culture, Government of Meghalaya (DAC) has been appointed as the nodal agency.

The Tribal Research Institute will deal in:

- Fundamental and applied research works on the socio-economic field.
- Evaluation and documentation of Meghalaya Tribal Arts & Culture
- Preservation of Meghalaya Heritage, publication and research studies
- Collect manuscript on the tribal histories and traditions.
- Development of languages of different tribes
- Engage in organizing seminars/workshops on different aspects of tribal development.
- Organize fairs and festivals of different tribes of Meghalaya to unfold the rich and diverse cultural heritage of the people of the state to promote cultural interaction/exchange program and
- Organize audio visual programs.
- Engage in organizing seminars/workshops on different aspects of tribal development.
- Organize fairs and festivals of different tribes of Meghalaya to unfold the rich and diverse cultural heritage of the people of the state to promote cultural interaction/exchange program and
- Organize audio visual programs.





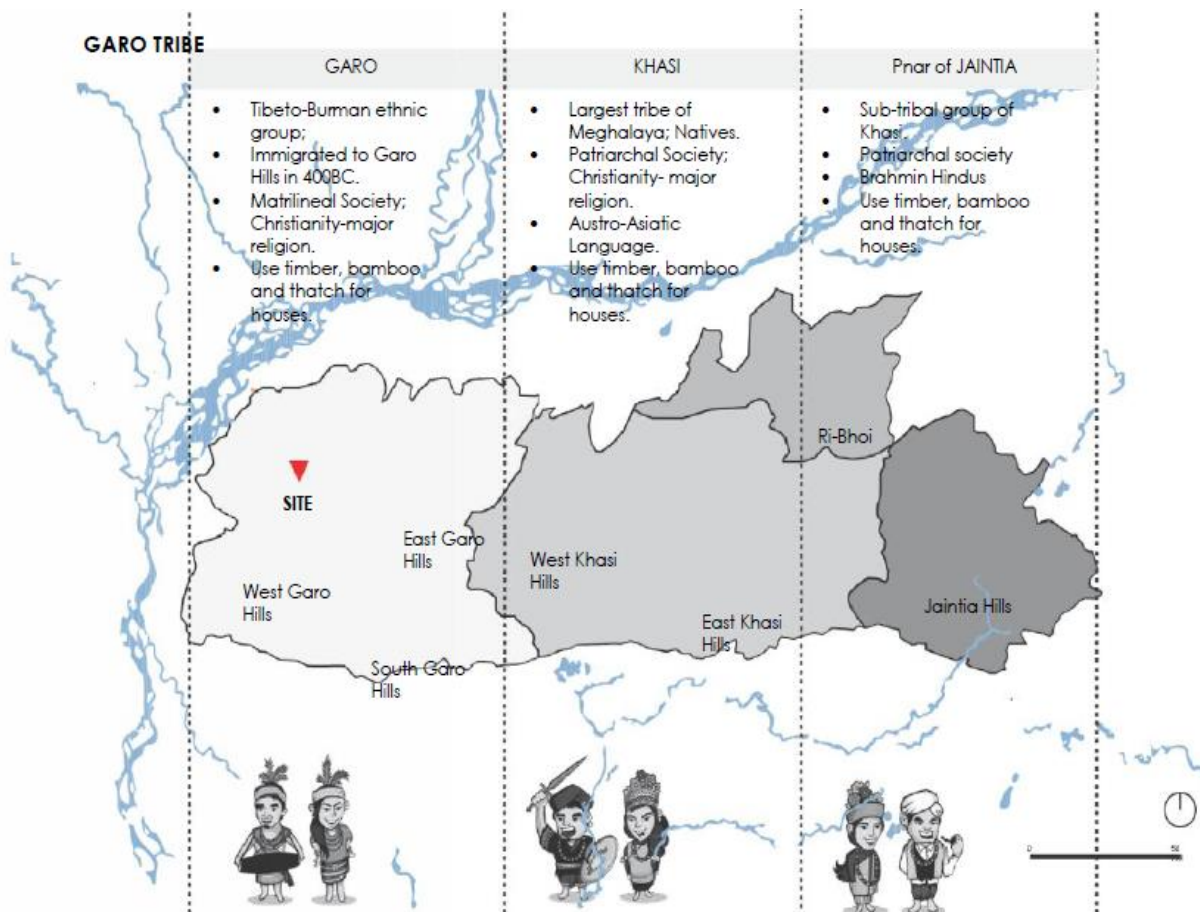
The Garos, who call themselves *A-chiks*, are the second largest tribe in Meghalaya.

They are the dominant tribe and inhabit the greater parts of the present Ampati Civil Sub Division.

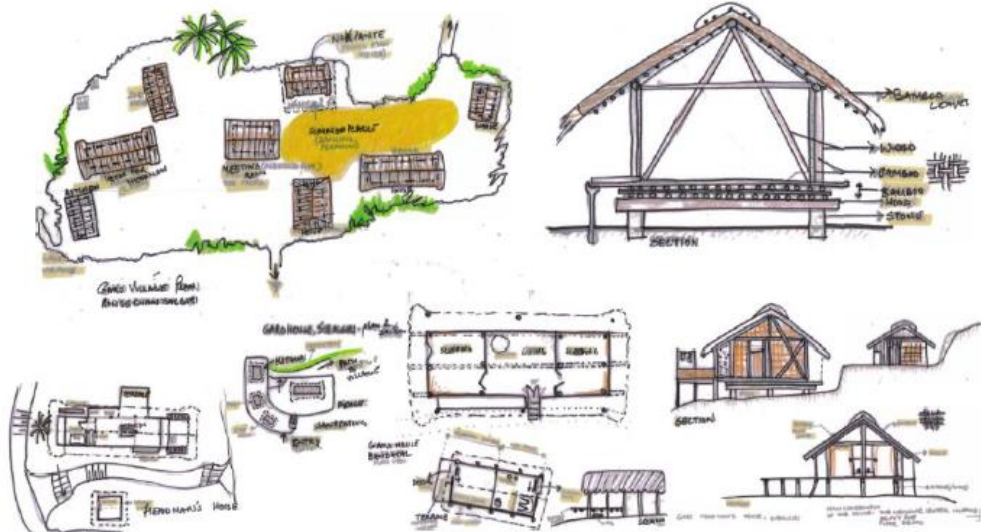
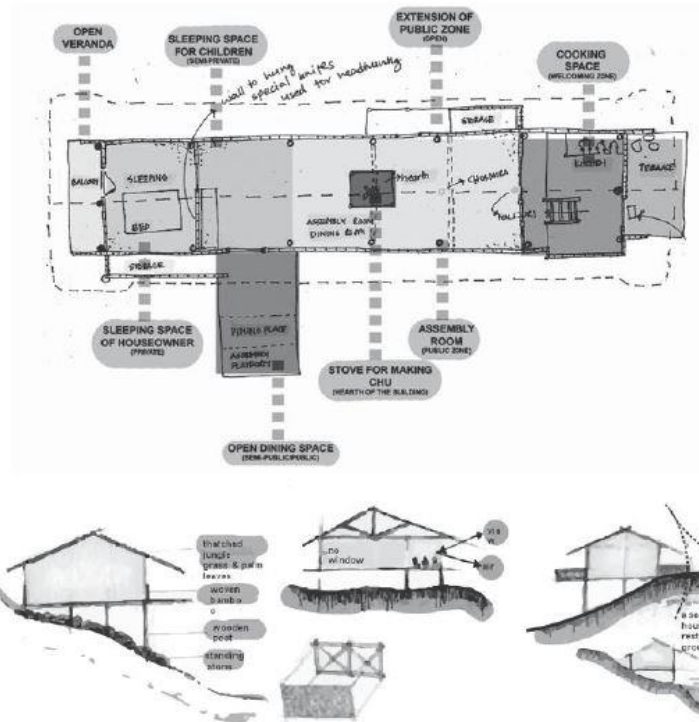
Migrated from Tibet, their original language is still maintained although the script has been lost through the ages.

Garos' cultural heritage is well represented by the Wangala festival, one of the most outstanding and peculiar events among this group. Wangala is considered to be the national festival among Garos; it takes place between October and November, after the rice harvesting.

In Assam, the Garos speak Garo and Assamese. In Nagaland they speak Nagamese and read and write in Roman. In Tripura they speak Bengali and Kakkarak. In West Bengal they read and write Bengali.



## GARO ARCHITECTURE



radial planning

central community area

bamboo & wood as construction materials

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## II. APPENDIX TO PART I GENERAL CONDITION OF CONTRACT

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

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death as the case maybe.
  - 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 Labor (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labor 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 prescribed minimum (say 20) or more contract labor.
- f) **Minimum Wages Act 1948:** - The Employer is 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. Redevelopment and Constructions of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

- 
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
  - j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
  - k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
  - l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
  - m) **Child Labor (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labor is prohibited in building and redevelopment 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 prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Traveling expenses from home up to the establishment and back etc.
  - o) **The Building and Other Redevelopment and Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other redevelopment and construction work and employs the prescribed minimum (say, 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 redevelopment and construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or redevelopment and construction work and other welfare measures, such as canteens, first- aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.



- 
- p) **Factories Act 1948:** - The Act lays down the procedure for approval 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 applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without The aid of power engaged in manufacturing process.
- q) **Arbitration and Conciliation Act, 1996:** - The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award appeals.

### III. PART – II: SPECIAL CONDITIONS OF CONTRACT

1. Contractors are advised to inspect the site of work before tendering.
2. All the works shall be carried out as per the latest SOR Meghalaya Shillong for Civil works /SOR for internal and External Electrification of building works and Quotations and analysis of rates for items not available in the SOR for scheduled items and as per industry best practice in respect of market rated items and instruction of Engineer-in-charge.
3. The conditional tender shall be liable to rejected.
4. Hiding of any information by contractor will result in rejection of his tender.
5. The quantities are liable to vary on either side to any extent as per actual requirement of work for which no claim whatsoever by the contractor shall be entertained.
6. Wherever required the structural designs and drawings for the supporting structure will be prepared and submitted to the Engineer-in-Charge along with the Design calculations for verification and approval.
7. Any recovery imposed by Technical Audit cell or by higher authority will be deducted from contractors running final bills during execution of works and will be adjusted from performance security if final bill is processed during defect liability period.
8. All the defects appeared' during execution of work will have to be rectified as directed by Engineer in charge within shortest possible time. If contractor fails to attend the defects. Within reasonable time period, the same will be attended by department and all expenses so incurred will be adjusted from performance security of contractors.
9. The contractor will develop and submit a Project Implementation Plan (using CPM/PERT charts and or by using MS Project) to complete the project in time. A detailed program and weekly working program will have to be submitted by contractor regularly.

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## SECTION 5: SPECIFICATIONS

All the works shall be carried out as per the latest SOR Meghalaya Shillong for Civil works /SOR for internal and External Electrification of building works and Quotations and analysis of rates for items not available in the SOR for scheduled items and as per industry best practice detailed specification and instruction of Engineer-in-charge. Wherever the specifications for the material used and finished products are not available in the Schedule of Rates mentioned above, (market rate items) specifications used in the market as per industry best practices will be used and work carried out by submitting the same to the engineer-in-charge and obtaining his prior approval.

### I. GENERAL SPECIFICATIONS

#### 1.1 Sign Board (Project information)

- The Contractor shall provide few sign boards at the site of works of approved size and designs, which provides.
- The name of the project
- The name and address of the Employer and the contractor appointed for the project.
- The name and short description about the projects
- The amount of contract price
- Starting and completion dates
- Such signboards shall be located at places in the project coverage area as directed by the Engineer. Contractor shall take care of signboards and replace it in case of loss, damage, theft etc. The signboard may be in English / Hindi or both as directed by the Engineer.

#### 1.2 Sampling and Testing

The Contractor shall be responsible to develop a quality control program as per IS Codes and to provide all necessary materials, apparatus, instruments, equipment, facilities and qualified staff for sampling, testing and quality control of the materials and the works under the Contractor. Without limiting the generality of the foregoing, the Contractor shall arrange for routine sampling, testing and reporting, as required, through a certified independent testing laboratory acceptable to the Employer.

All costs of such sampling, testing and reporting of test results will be borne by the Contractor, and the Contractor shall include sufficient provisions in his tendered rates to allow for sampling and laboratory testing under the direction of the Engineer-In-Charge.

#### 1.3 Order of Precedence, Clarifications and Interpretation

When the various specifications and codes referred to in preceding portion are at variance with these specifications and with each other, the order of precedence will be Bill of Quantities (BOQ), Technical specifications and Drawings.

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The attention of the bidder is drawn to those clauses of these specifications and of BIS codes, which may require either clarification by Engineer, or the mutual agreement of employer and contractor. In such cases it is the responsibility of the contractor to seek clarification on any uncertainty and obtain prior approval of the Engineer during pre-bid meeting before taking up the project.

#### **1.4 Submittals**

Design, Materials, product data and equipment schedule

- All Design, specifications, diagrams, samples, drawings and such other data shall be provided by the Contractor, in a format to be agreed with the Employer, which may be required to demonstrate compliance with the specification. This shall include but not limited to the following information:
- Originals of catalogues and engineering data sheets for manufactured items; each item and option to be provided shall be clearly marked and each item not to be provided shall be deleted.
- Literature to show that products provided meet the requirements for the project
- Information on the following items as a minimum:
  - Corten Steel sheets, ionized Aluminum Sheets, Fasteners, Chemical adhesives
  - Manufacturer's installation instructions for all items.
  - Certified reports for all tests and inspections designated herein, signed and sealed, showing full compliance with referenced standards.
  - Maintenance requirement and procedures.
  - Period of guarantee for the products.
  - Instructions for use /Operation manual if any.

#### **1.5 Approval of Design and material**

Being a design & built project, all Designs and Drawings including sketches, diagrams, illustrations, Texts proposed to engraved or laser cut and all sources of material for works shall be submitted prior to use in the work and approval obtained in writing from the E in C before their use on the project. The Contractor at no extra cost will submit raw and processed samples of all materials.

#### **1.6 Completion Drawings / As Built Drawing**

On completion of work, Contractor shall submit one complete set of original tracings developed in Auto CAD, softcopy in CD in PDF as well as editable form and two prints of "Completion/As Built" drawings to the E in C. These Drawings shall be accurate and correct in all respects and shall be shown to and approved by the E in C. These drawings shall have but not limited to the following information:

- All specifications, diagrams, samples, drawings and such other data shall be provided by the Contractor, in a format to be agreed with the Employer, which may be required to demonstrate compliance with the specification.

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## 1.7 Materials

- a. All materials used in the works shall conform strictly to the Tender specifications.

## 1.8 Quality control on works and material

- (i) The contractor shall be responsible for the quality of the works in the entire scope of work mentioned within contract. The contractor shall, therefore, have own independent and adequate set up for ensuring same.
- (ii) The Engineer in charge shall inspect the work from time to time during and after Design, Fabrication, Construction, Erection/Fastening and ascertain the quality of the work tested (by contractor Testing and Quality Control Units or by any other agency deemed fit by him and approved by the E in C generally as per the requirements of BIS standards. Additional tests may also be conducted where, in the opinion of the E in C, need for such test exists.
- (iii) The contractor shall provide necessary cooperation and assistance in obtaining the samples for tests and carrying out the field tests as required by the Engineer from time to time. This may include provision of labor, attendance, assistance in packing and dispatching and any other assistance considered necessary in connection with the tests.
- (iv) Similar permission from the Engineer in charge shall be obtained in respect of other items of work prior to proceeding with every stage of Design & Execution. The Contractor shall offer the Engineer any sequential work Ready for Inspection (RFI) after the said work has been certified by his Engineer in Charge as ready to proceed with.
- (v) The contractor shall carry out modification in procedure of work, if any, as directed by the Engineer in charge during inspection.
- (vi) For testing of samples as required shall be furnished by the Contractor. All the test as required or instructed by Engineer in Charge shall be carried out by contractor at their own cost.
- (vii) For cement, reinforcing steel and similar other materials where essential tests are to be carried out at the manufacturer's plants or at laboratories the cost of samples, sampling, testing and furnishing of test certificates shall be borne by the Contractor. He shall also furnish the test certificates to the Engineer in Charge. All materials shall be tested to relevant BIS codes.
- (viii) Where the Engineer considers that in the interest of the control of the quality on materials or workmanship, modifications, if any, are necessary, the contractor shall carry out such modifications.



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## **II. TECHNICAL SPECIFICATIONS**

### **1.1 General Requirements**

- I. The contractor shall be verification of ground reality prior to execution of work. The contractor shall carry out validation and verify the Topographical survey of the proposed work to establish final alignment of structures. Reference bench mark will be shown at site and level value of the same will be provided to the contractor by the E in C for carrying out topographical survey. The contractor shall furnish updated map and level information. The revised drawings shall be used for implementation of the task.

### **1.2 Alignment and Grade**

All civil, supporting structure system shall be laid to alignment and gradient shown on the drawings but subject to such modifications as shall be ordered by the E in C from time to time to meet the requirements of the works at site. No deviations from the lines, depths of cutting or gradients as shown on the plans and sections shall be permitted except by the express direction in writing of the Engineer-In-Charge.

### **1.3 Excavation and Backfilling**

#### **1.3.1 General**

The earthwork excavation, cutting of existing stone work/pavement in Ghats and structures shall be carried out as shown in the drawings and as per specifications.

All applicable Indian Standard, unless otherwise specified herein, shall be applicable. In all cases, the latest revision of the codes shall be referred. IS 3764(1992): Code of safety for excavation work, IS 1200: Part 1(1992): Methods of measurement of building and civil engineering works: Part 1 Earthwork, IS: 2720(Part 2, 7, 8, 28&29): For method of test for compaction.

The Contractor shall be responsible for the adequate pumping, drainage and bailing out of water from the excavation if necessary. In case of failure to make such provisions or any other provisions, which may result in unsuitable sub-grade conditions, the Contractor shall replace and repair the sub-grade to the satisfaction of the E in C, at his own cost and responsibility.

Contractor should assess the availability of extra earth required for refilling in case of shortage in any particular reach well before quoting rates. Even in case the Contractor resorts to mechanical excavation, the Contractor should take care of proper refilling, consolidation and disposal of surplus earth.

Wherever existing stone pavements, steps, embankments or similar materials existing are required to be dismantled/cut for the erection of supporting structures for Signages, these will be repaired and restored to original condition using materials similar in quality and appearance to the one originally used so that no difference is visible after completion of the signage works.

### **1.3.2 Shoring and bracing (timbering), if any**

The Contractor shall supply, fix and maintain necessary sheathing, shoring and bracing etc., in steel or wood, as may be required to support the sides of the excavation, erected signages to protect the adjoining area as well as the public and to prevent any movement which might any way injure or delay the work, change the required width of the cut portion, make unsafe condition for adjacent pavements, utilities, buildings or other structures above or below ground.

Sheathing, shoring and bracing shall be withdrawn and removed as the backfilling is being done, except when the Engineer may agree that such sheathing, shoring and bracing be left in place, at the Contractor's request. In any case, the Contractor shall cut off any such sheathing at least 600 mm below the surface and shall remove the cut off material from the trench.

All sheathing, shoring and bracing which are left in place under the foregoing provisions shall be removed in a manner so as to not endanger the completed work or other structures, utilities or property, whether public or private.

Timbering shall be provided as per safety code for excavation works IS: 3764 (Clause5). Timber shoring shall be close or open, depending upon the nature of soil and depth of pit or trench. The type of timbering shall be as approved by the Engineer.

### **1.3.3 Back filling**

The Contractor shall use selected surplus soils from excavated materials for backfilling and all fill material shall be subject to the E in C's approval. The excavated materials suitable for backfilling shall be stored not closer than 600 mm from the edge of the excavated/cut portion and shall not obstruct any public utilities or interfere with travel by local inhabitants or general public. Handling and storage of excavated materials must meet with the regulations of the Local Government Authorities. The detailed specifications for backfilling shall be IS: 3114-1994.

## **1.4 Regulations:**

### **Approvals and Agreement:**

The bidder must coordinate with concern authorities at the time of execution and shall obtain written approval from them at any stage of the execution, whenever required.

The Bidder must extensively coordinate with the Office Director, Department of Arts & Culture, Shillong, Meghalaya and its Technical Consultant during all stage of the contract. The successful bidder shall obtain written approvals from The Executive Engineer at all stages, before commencing work on any particular stage of work. During the construction phase, after completion of any particular stage/phase of works and before commencing work on the next stage/phase of work, the successful bidder shall obtain

written approval on the completed works/phase from the Executive Engineer before commencing work on the next stage/phase of works.

All designs shall confirm to the applicable various standards & codes as

under: (a) Bureau of Indian Standards

(b) Plain and Reinforce Concrete: Code of Practice IS:

456-2008 (c) Design Aids for Reinforced Concrete SP-16

(d) Handbook on Concrete Reinforcement and Detailing

SP-34 (e) Toolkit – HRIDAY

### **1.5 Work Plan and Staffing**

The successful bidder must submit work plan within 2 weeks after issuing notice to proceed/work order.

### **1.6 KEY PERSONNEL**

<b>Sl. NO.</b>	<b>POSITION</b>	<b>NOS.</b>	<b>QUALIFICATION AND EXPERIENCE</b>
1.	Team Leader	01	Masters in Civil Engineering or equivalent with 10 Year Experience in similar work
2.	Structural Engineer	01	Masters in Structural Engineering with 10 years experience in similar work
3.	Construction Expert	01	Graduate in Civil Engineering or equivalent with 10 Year Experience in similar work
4.	Civil Engineer	01	Graduate in Civil Engineering or equivalent with 5 Year Experience in similar work
5.	Site Supervisor	01	Graduate in Civil Engineering or equivalent with 5 Year Experience in similar work

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## SECTION 7: FORM OF BID

### Form of Bid

*Notes on Form of Bid: The Bidder shall fill in and submit this Bid form with the Bid.*

----- (Date)

To

XXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXX

**Description of the work:** -----

1. I/We offer to execute the works described above and remedy any defects if found in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda for the Tender.
2. We are submitting our Technical and Financial Bids separately as per the requirement of RFP and understand that the selection will be based on Quality and Cost Based selection Method.
3. We undertake to commence the works on receiving the notice to proceed with work in accordance with the contract documents.
4. This Bid your written acceptance of if shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this bid complies with the Bid validity and earnest money required by the bidding documents and specified in the Appendix to ITB.

Authorized Signature: - \_\_\_\_\_

Name and title of Signatory:- \_\_\_\_\_

Name of bidder: - \_\_\_\_\_

Authorized Address of Communication: - \_\_\_\_\_

\_\_\_\_\_

Telephone No(s): (Office):- \_\_\_\_\_

Mobile No: - \_\_\_\_\_

Facsimile (FAX) No: - \_\_\_\_\_

Electronic Mail Identification (E-mail ID):- \_\_\_\_\_

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**Technical Bid Covering Letter**

Date: dd/mm/yyyy

To,

XXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

Subject:

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and >>, having read and examined in detail all the bidding documents in respect of —  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX do hereby propose to provide our services as specified in the bid submitted by us.

It is hereby confirmed that I / We are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We declare that all the services shall be performed strictly in accordance with the RFP documents. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to XXXXXXXXXXXXXXXXXXXX is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed in RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

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### Experience Summary

S. No.	Name of the Project	Name of the Client	Client Type	Contract value	Project Components	Documentary Evidence provided (y/n)	Project Status Completed / Ongoing

Client type – Indicate whether the client is Government or PSU or Private

Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment

Project Status – Completed (date of project completion) or Ongoing (project start date)

## Project Description-Relevant Experience

Bidder is requested to furnish the credentials in the following format for determining the eligibility criteria as well as for Technical evaluation. All credentials should be followed by relevant documentary proof.

Name of the Project	
Location	
Clients Name and Complete Address	
Narrative Description of the Project	
Name of the JV / Consortium partner	
Total Contract value in INR	
Share of Contract value of the Bidder	
Date of Start	
Date of Completion	
Activities undertaken by the Bidder	

Note: If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate.

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## **Project Appreciation, Design Concept, Approach and Methodology and Work Plan**

Bidders are required to provide a Project Appreciation, Design Concept, Approach and Methodology and Work Plan to execute the entire project.

### **Project Appreciation**

### **Design Concept**

### **Approach**

### **Methodology**

### **Work Plan**

[Project Plan with details of the project showing the sequence of all line and sub activities involved, procedure and method in which it proposes to carry out the works. The Plan so submitted by bidder shall conform to the requirements and timelines specified in the Contract. The designated authority and bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which bidder intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve bidder of any of his duties or responsibilities under the Contract.]

A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.



# Detailed Work Plan

Description of the Activity	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Activity 1						
Sub-Activity 1						
Sub-Activity 2						
Activity 2						
Sub-Activity 1						
Sub-Activity 2						

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## Key Personnel Time Schedule

### Deployment Plan

Name	Post	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

## **SECTION 8: BILL OF QUANTITIES & Drawings**

Refer Annexure A for detailed BOQ & Drawings.

## Financial Bid

**Bidder's Name and Address :**

**Name of Work:** Construction of Hostel/Residential block in Tribal Research Institute at Babadam,  
West Garo Hills District in the state of Meghalaya.

**To,**

**The Director**

**Department of Arts & Culture**

**Shillong, Meghalaya.**

Dear Sir,

We declare that in terms of RFP No.1, of Section ITB Volume 1 of Bid Documents, the following are our Lumpsum Price in rupees for the entire scope of work as specified in the specification and documents

Lumpsum Bid Price

Indian Rupees .....

(In figures)

Indian Rupees .....

(In Words)

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

## Criteria for Evaluation of Technical Proposals

Criteria/ Sub-Criteria	Max Marks	Max Marks Total
Previous experience in similar works: Bidder shall include a summary of the organization background, history and experience with similar projects and to qualify for the project, the bidder must fulfill the clause of ITB 4.4A Project (s) Value 06.55 Crores – 09.83 Crores Project (s) Value > 09.83 Crores – 13.11 Crores Project (s) Value > 13.11 Crores	10 15 20	20
The bidder should have a minimum average annual turnover of at least 30% i.e. Rs. 4.91 crore in the last 3 financial years in same projects mentioned under (b).  Turnover > 4.91 crores – 5.50 crores Turnover > 5.50 crores – 6.00 crores Turnover > 6.00 crores	15 15 20	20
<b>Curriculum Vitae of Key Personnel</b>		
Team Leader	5	20
Structural Engineer	5	
Construction Expert	4	
Civil Engineer	3	
Site Supervisor	3	
<b>Presentation on Project Appreciation, Concept, Approach, Methodology and Work plan)</b>		
Project Appreciation	5	40
Concept (along with 3D Views)	15	
Approach and Methodology	15	
Work Plan	5	
<b>Total Marks of Technical Proposal Evaluation</b>		<b>100</b>

## PROFORMA OF BANK GUARANTEE IN LIEU OF EMD (BID BOND)

**(Judicial Stamp paper of appropriate value as per Stamp Act of respective State)**

Office of the Director, Department of Arts & Culture, Shillong, Meghalaya.

In consideration of \_\_\_\_\_ having its Office at the O/o of the Director, Department of Arts & Culture, Shillong, Meghalaya which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having its Registered Head Office at \_\_\_\_\_ (hereinafter called the "TENDERER" is to participate in the said tender for \_\_\_\_\_ Whereas O/o of the Director, Department of Arts & Culture, Shillong, Meghalaya as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs \_\_\_\_\_ valid upto \_\_\_\_\_ from the tenderer in lieu of Cash Deposit of Rs \_\_\_\_\_ required to be made by the tenderer, as a condition precedent for participation in the said tender. We the \_\_\_\_\_ (hereinafter called) the "BANK" having its Registered, Office at \_\_\_\_\_ and branch office at \_\_\_\_\_ do hereby unconditionally and irrevocable undertake to pay to \_\_\_\_\_.

(B) immediately on demand in writing and without demur/protest any amount but not exceeding Rs \_\_\_\_\_.

Any such demand made by O/o the Director, Department of Arts & Culture, Shillong, Meghalaya. shall be conclusive ad binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the \_\_\_\_\_ Bank; lastly undertake not to revoke this guarantee during its currency without the prior consent of O/o the Director, Department of Arts & Culture Shilong Meghalaya in writing and this guarantee shall remain valid upto \_\_\_\_\_ Unless a claim is made within three months from the date of expiry i.e. \_\_\_\_\_ (three months after the date of expiry), we shall be relived of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS:

1.

PROFORMA OF BANK GUARANTEE (PERFORMANCE)  
(Judicial Stamp paper of appropriate value as per Stamp Act of respective state)

Whereas the \_\_\_\_\_ (hereinafter called O/o the Director, Department of Arts & Culture, Shillong Meghalaya which expression shall include its successors and assigns) having awarded a work order/contract/supply order No. dated (hereinafter called the contract) to M/s. \_\_\_\_\_ (hereinafter called the Architect / Consultant firm) at a total price of \_\_\_\_\_ subject to the terms and conditions contained in the contract.

Whereas, the terms and conditions of the contract require the Architect / Consultant firm to furnish a bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being \_\_\_\_\_% of the total value of the contract for proper execution and due fulfillment of the term and conditions contained in the contract.

We the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably under to pay to the O/o the Director, Department of Arts & Culture, Shillong Meghalaya immediately on demand in writing and without protest/ or demur all money payable by the Architect / Consultant firm to \_\_\_\_\_ O/o the Director, Department of Arts & Culture, Shillong Meghalaya in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by O/o the Director, Department of Arts & Culture, Shillong Meghalaya by reasons of any of any breach by the Architect / Consultant firm of any of the terms and conditions contained in the contract as specified in the notice of demand made by the O/o the Director, Department of Arts & Culture, Shillong Meghalaya to the bank. Any such demand made by the O/o the Director, Department of Arts & Culture, Shillong Meghalaya on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee shall be limited to \_\_\_\_\_ in the aggregate and the bank hereby agrees to the following terms and conditions.

(i) this guarantee shall be a continuing guarantee and irrevocable for all claims of O/o the Director, Department of Arts & Culture, Shillong Meghalaya Tura as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e. upto \_\_\_\_\_

(ii) We, the said bank further agrees with O/o the Director, Department of Arts & Culture, Shillong Meghalaya that O/o the Director, Department of Arts & Culture, Shillong Meghalaya shall have the fullest liberty without our consent and without affecting in any manner our obligation and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Architect / Consultant firm from time to time or to postpone for any time or from time to time any of the powers exercisable by O/o the Director, Department of Arts &

Culture, Shillong Meghalaya against the Architect / Consultant firm under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Architect / Consultant firm or for any forbearance, act of omission on the part of the O/o the Director, Department of Arts & Culture, Shillong Meghalaya or any indulgence by O/o the Director, Department of Arts & Culture, Shillong Meghalaya to the Architect / Consultant firm or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so reliving us.

- (iii) this guarantee/undertaking shall be in addition to any other guarantee or security whatsoever O/o the Director, Department of Arts & Culture, Shillong Meghalaya may now or at any time have in relation to the performance of the works/equipment and the company shall have full recourse to or enforce this security in performance to any other security or guarantee which the O/o the Director, Department of Arts & Culture, Shillong Meghalaya may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement or any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for O/o the Director, Department of Arts & Culture, Shillong Meghalaya to proceed against the said Architect / Consultant firm before proceeding against the Bank.
- (iv) This guarantee / undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Architect / Consultant firm, but shall in all respect and for all purposes be binding and operative until payment or all moneys payable to O/o the Director, Department of Arts & Culture, Shillong Meghalaya in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligation of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Architect / Consultant firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Architect / Consultant firm stopping or preventing or purporting to stop or prevent any payment by the Bank to O/o the Director, Department of Arts & Culture, Shillong Meghalaya in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with previous consent of O/o the Director, Department of Arts & Culture, Shillong Meghalaya in writing unless a claim is made in writing within three months from the date of expiry of this guarantee i.e. \_\_\_\_\_ (three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

For and behalf of Bank



Witness

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