



**ASSAM STATE TRANSPORT CORPORATION.**

**BIDDING DOCUMENT**

*NAME OF THE WORK: -*

**Construction of Bus Terminal at Sotia, ASTC Station.2019-20**

**OFFICE OF THE MANAGING DIRECTOR, ASSAM STATE TRANSPORT  
CORPORATION, PALTANBAZAR, GUWAHATI-08**



**ASSAM STATE TRANSPORT CORPORATION  
PALTANBAZAR, GUWAHATI-08**

AGREEMENT NO \_\_\_\_\_

**LOCAL COMPETITIVE BIDDING**

- NAME OF THE WORK : “Construction of Bus Terminal at Sotia, ASTC Station.2019-20”
- Download of Tender Through Website : From 05.02.2020 to 17.02.2020
- Time and date of pre-bid meeting : On 07.02.2020 at 10:00 Hours.
- Online Bid Preparation and Hash Submission : From 10.02.2020 (12:00 Hrs) to 17.02.2020 (14:00 Hrs).
- Last date and time of manual submission : 14:00 Hrs of 17.02.2020.
- Technical Bid Opening : 14:00 Hrs of 18.02.2020.
- Place of opening bids: : Office of the Managing Director, Assam State Transport Corporation, Paltanbazar, Guwahati-08
- Officer inviting bids : Managing Director, Assam State Transport Corporation,Paltanbazar,Guwahati-08

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# **INVITATION FOR BID**

**(IFB)**



OFFICE OF THE MANAGING DIRECTOR,  
ASSAM STATE TRANSPORT CORPORATION,  
PALTANBAZAR, PARIBAHAN BHAWAN, GUWAHATI- 781008

No. ASTC/CE/1524/2019/622

Dated Guwahati the 1<sup>st</sup> Feb'2020

**PRESS NOTICE INVITING E-Tender**

The Managing Director, Assam State Transport Corporation, Paltanbazar, Guwahati-08, Assam invites bids for the following works under ASTC, Assam for registered eligible contractors of A.P.W.D/CPWD having requisite experiences in similar nature of works. Details may be seen at e-procurement portal website i.e. [www.assamtenders.gov.in](http://www.assamtenders.gov.in)

<i>Sl No</i>	<i>Name of Work</i>	<i>Approx. Value of Work ( in Rs.)</i>	<i>Time of completion</i>	<i>Bid Security (2% for General, and 1% for Reserved category) in Rs.</i>	<i>Bid Security to be drawn in favour of</i>	<i>Cost of Bid (in Rs.)</i>
1	<b>Construction of Conference hall as well as 5 Nos. of Office rooms,4 Nos. of guest rooms and also furniture at ASTC.H.O at Paltanbazar Guwahati ASTC Station.2019-20”</b>	1,69,88,134.00	24 Month	3,39,763.00 (General) 1,69,881.00 (Reserved)	Managing Director, ASTC, Paltanbazar	5000.00
2	<b>Construction of Bus Terminal at Biswanath Chariali, ASTC Station.2019-20”</b>	1,46,61,304.00	24 Month	2,93,226.00 (General) 1,46,613.00 (Reserved)	Managing Director, ASTC, Paltanbazar	4500.00
3	<b>Construction of Bus Terminal at Hojai, ASTC Station.2019-20</b>	97,73,846.00	24 Month	1,95,477.00 (General) 97,738.00 (Reserved)	Managing Director, ASTC, Paltanbazar	3,000.00
4	<b>Construction of ASTC station yard at, ISBT, Betkuchi ,ASTC Station.2019-20”</b>	2,71,92,367.00	24 Month	5,43,877.00 (General) 2,71,924.00 (Reserved)	Managing Director, ASTC, Paltanbazar	8200.00
5	<b>Construction of Bus Terminal at Sotia, ASTC Station.2019-20</b>	1,46,61,304.00	24 Month	2,93,226.00 (General) 1,46,613.00 (Reserved)	Managing Director, ASTC, Paltanbazar	4500.00

Note :- 1. NIT value may be changed during uploading of tender in the website, which may be seen in Detailed NIT of the bid document.

2. The bidders must be enrolled in [www.assamtenders.gov.in](http://www.assamtenders.gov.in)

S/d  
Managing Director,  
Assam State Transport Corporation  
Paltanbazar, Guwahati-08

No. ASTC/CE/1524/2019/622-A

Dated Guwahati the 1<sup>st</sup> Feb'2020

Copy to: -

1. P.S. to the Hon'ble Minister, Transport. Govt. of Assam, Dispur, for favour of kind appraisal of Hon'ble Minister.
2. The Commissioner & Secretary to the Govt. of Assam, Transport Deptt., Dispur, Guwahati - 6 for favour of kind information.
3. The Chief Engineer, (Civil), ASTC, Paltanbazar, Guwahati-8 for information.
4. The Director of Information and Public Relation, Govt. of Assam, Dispur, Guwahati-6 with a request to publish the notice in two consecutive issues one widely circulated National English Daily News paper and one local English Daily News paper preferably the "Assam Tribune" and one Assamese Daily News paper on or before **05.02.2020** and requested to furnish the circulated copies of the Newspapers (one copy of each issue) to the office of the undersigned. Enclosed: - 4 (four) spare copies Press Notice.
5. National Informatics Center, Dispur, Guwahati-6, for information, with a request to immediately publish the notice in their website.
6. Notice board / tender file.

S/d  
Managing Director,  
Assam State Transport Corporation,  
Paltanbazar, Guwahati-08

**Assam State Transport Corporation.**  
**Paltanbazar, Guwahati-08**  
**OFFICE OF THE MANAGING DIRECTOR, ASSAM STATE TRANSPORT**  
**CORPORATION GUWAHATI-08**

No ASTC/CE/1524/2019/626

Dated Guwahati the 4<sup>th</sup> February, 2020

**DETAIL N.I.T.**

In continuation of earlier press notice issued vide this office No. ASTC/CE/1524/2019/622 Dated Guwahati the 1<sup>st</sup> February/2020, the Managing Director, ASTC invites fresh bids for the following works from contractors having eligibility criteria as laid down in the standard bidding document. Details of the bid may be seen at e-procurement portal website i.e. [www.assamtenders.gov.in](http://www.assamtenders.gov.in)

The bidders must be enrolled in [www.assamtenders.gov.in](http://www.assamtenders.gov.in)

<i>Sl No/Gr p No</i>	<i>Name of Work</i>	<i>Approx. Value of Work ( in Rs.)</i>	<i>Time of completion</i>	<i>Bid Security (2% for General, and 1% for Reserved category) in Rs.</i>	<i>Bid Security to be drawn in favour of</i>	<i>Cost of Bid (in Rs.)</i>
1/5	<b>Construction of Conference hall as well as 5 Nos. of Office rooms,4 Nos. of guest rooms and also furniture at ASTC.H.O at Paltanbazar Guwahati ASTC Station.2019-20”</b>	1,67,73,997.00	24 Months	3,35,480.00 (General) 1,67,740.00 (Reserved)	Managing Director, ASTC, Paltanbazar	5000.00
2/5	<b>Construction of Bus Terminal at Biswanath Chariali, ASTC Station.2019-20”</b>	1,34,12,657.00	24 Months	2,68,254.00 (General) 1,34,127.00 (Reserved)		4500.00
3/5	<b>Construction of Bus Terminal at Hojai, ASTC Station.2019-20</b>	89,55,901.00	24 Months	1,79,119.00 (General) 89,560.00 (Reserved)		3,000.00
4/5	<b>Construction of ASTC station yard at, ISBT, Betkuchi ,ASTC Station.2019-20”</b>	2,60,98,053.00	24 Months	5,21,962.00 (General) 2,60,981.00 (Reserved)		8000.00
5/5	<b>Construction of Bus Terminal at Sotia, ASTC Station.2019-20</b>	1,34,12,657.00	24 Months	2,68,254.00 (General) 1,34,127.00 (Reserved)		4500.00

Contd/-

1. The Contractors / Bidders must be registered with the E-tendering system provider for participating in the bidding process. The Bidding document may be downloaded through the Assam Tenders Portal by using their own user ID.
2. Online submission of Technical & Financial Bid is mandatory. Manual submission (without online submission) of bid will be considered as non responsive. Bidders are to submit the required papers for technical bid by scanning and uploading the same before the expiry of the sequence-‘Bid submission’ in the activity schedule mentioned below at SI-5.
3. The bidder shall submit the cost of the bid document in the form of Demand draft/Banker’s cheque of any nationalized Bank in favour of “**Managing Director, Assam State Transport Corporation**” Payable at Guwahati. Bidders submitting DD/ Banker’s Check as cost of bid shall upload the scanned images of the same with the technical bid.
4. The bid security shall be pledged in favour of **Managing Director, ASTC** in one of the following forms:
  - a) Bank Guarantee from any Nationalized/Scheduled Indian Bank in favour of the concerned Managing Director. (A written confirmation in the Bank’s letter head confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
  - b) Fixed Deposit Receipt issued by any Nationalized /Schedule Indian Bank or a foreign Bank approved by R.B.I., acceptable to the employer.

Bank guarantees (and other instruments having fixed validity) issued as security for the bid shall be valid for **45 days** beyond the validity of the bid.

The bidder shall upload a scanned image of the bid security with the Technical Bid.

5. The activity schedule for tendering process of the above mentioned packages shall be as per the schedule shown below.

**Activity Schedule**

Seg No	APWD Stage	Start		End	
		Date	Time	Date	Time
1	Publishing Date	05.02.2020	11:00 Hrs		
2	Tender Download	05.02.2020	14:00 Hrs	17.02.2020	14:00 Hrs
3	Pre bid meeting	07.02.2020	10:00 Hrs	07.02.2020	11:00 Hrs
3	Bid Submission	10.02.2020	12:00 Hrs	17.02.2020	14:00 Hrs
4	Technical Bid Opening	18.02.2020	14:00 Hrs		
5	Financial Bid Opening	TO BE NOTIFIED LATER			

6. Pre bid Meeting will be held as per following time & venue,  
**Start Time:** 10:00 Hrs, 07.02.2020      **Closing Time:** 11:00 Hrs, 07.02.2020  
**Venue:-** Office of the Managing Director, Assam State Transport Corporation, Paltanbazar, Guwahati-8
7. i) In the event of date of bid opening being a holiday, the hard copy of the Bid is to be submitted on next working day on or before 02.00 PM.  
 ii) Original copy of the following documents must be submitted upto 17.02.2020 **up to 14:00 Hrs at the office chamber of the undersigned.**
  - (a) Original Power of Attorney for signing the BID.
  - (b) BID Securities in the form of Original Bank Guarantee/FDR.
  - (c) Original DD/Banker’s Cheque for **Specified Value** in favour of “**Managing Director, Assam State Transport Corporation.**”, payable at Guwahati towards cost of Bid document.
  - (d) Original copy of banker certificate for Credit facility.



- 8) A hard copy of the technical bid submitted online is to be submitted on **17.02.2020 up to 2.00 PM** for evaluation purpose. For any discrepancy between the online bid and the hard copy of the bid, the online bid will govern and will be considered for evaluation.
- 9) Bidders are advised to scan their Technical Papers at 100dpi (In Black & White mode) in pdf format for multiple pages with maximum file size of 5MB. If numbers of pages exceeds, the bidders are advised to create multiple files and upload the same. For any assistance for Online Bidding, Bidders may write to [www.assamtenders.gov.in](http://www.assamtenders.gov.in)
- 10) The Detail Notice Inviting bid will be a part of the bidding Documents.

S/d-  
Managing Director,  
Assam State Transport Corporation,  
Paltanbazar, Guwahati-08

Memo No. ASTC/CE/1524/2019/626-A  
2020 Copy to:-

Dated Guwahati the 4<sup>th</sup> February,

1. The Commissioner & Secretary to the Govt. of Assam, Transport Department, Dispur, Guwahati-6 for favour of information.
2. National Informatics Center, Dispur, Guwahati-6, for information, with a request to immediately publish the notice in their website.
3. Notice Board of this office.
4. ASTC website [www.astc.assam.gov.in](http://www.astc.assam.gov.in)

S/d-  
Managing Director,  
Assam State Transport Corporation.  
Paltanbazar, Guwahati-08

## **A. GENERAL**

### **B. BIDDING DOCUMENTS**

Additional Notes to Clause 8 of ITB.

Both the technical & Financial Bids of the bidders will be received online only.

A hard copy of the technical bid will be submitted by the bidder manually.

#### **Priced Bill of Quantities**

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

- Bid Security or EMD and Cost of tender.
- Original power of attorney for signing the bid.

#### **Additional Notes to Clause 10**

All amendments issued will be published on the website – [www.assamtenders.gov.in](http://www.assamtenders.gov.in). It is the prerogative of the contractors to visit the aforementioned site for corrigendum, addendum and amendment notices. These notices have to be read in conjunction with the tender document and have to be signed and submitted manually along with the bid.

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

#### **Additional Notes to clause 12**

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

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

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

Bidders need not submit **form of bid** and priced bid of quantities in paper form. Even if these are submitted in paper form, the data filled up online would be considered in bid evaluation and price paper bids will not be opened.

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

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

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

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

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

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

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

19.1 The Bidder shall seal the hard copy of the **technical bid** in one envelope duly marking the envelope as “Technical Bid”.

Technical Bid: to be opened not before **14.00 Hrs of 18.02.2020.**

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

19.2 The envelope containing Technical Bid shall be:

- (a) Addressed to the Employer at the address given in Appendix to ITB
- (b) Bear the identification as indicated in Appendix to ITB

- 19.3 In addition to the identification required in Sub-Clauses 19.1 and 19.2 of ITB, the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21 of ITB, or the Evaluation Committee declares the bid as non-responsive pursuant to Clause 23 of ITB.
- Bidders are required to mention the Company ID (obtained at the time of the e-procurement registration), the Package No. (as seen in the press notice) and the Tender No (as seen on the e-procurement website) on the outer envelope of the bid as well as each enclosed envelope (viz., Technical, EMD and Document Fee).
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 19.5 The Bidder shall fill up all online forms following the procedure for e-tendering.
- 19.6 The Bidder shall generate the bid hash following the procedure of online bid preparation and digitally sign with his own digital certificate and submit the hash as per the online bidding procedure for financial bid.
- 19.7 The bidder shall verify the generation of the Super hash as per the time schedule in IFB.
- 19.8 The bidder shall decrypt the bid and submit it in an encrypted form as per the online bidding procedure.

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

Online bid forms must be filled up and bid hashes signed and submitted before the deadline specified no. at serial 3 in the tender time schedule of IFB

All Documents to be submitted in paper form must be received by the Employer at the address specified in Appendix to ITB not later than the date indicated at serial no. 3 of the tender time schedule of IFB; In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

Online bidders must decrypt and submit their re-encrypted bids before the expiry date of the Tender Time Schedule in IFB. Failure to submit re-encrypted bids will result in the bids being treated as cancelled bids

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

#### **Additional Notes to Clause 22 of ITB.**

Online bids can be modified or cancelled online before the expiry date and time specified at Serial No 3 of the Tender Time Schedule in IFB. After the deadline no modifications or withdrawals are allowed.

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

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

The Employer will open all the technical Bids received (except those received late), including modifications made pursuant to Clause 22 of ITB and serial-3 of time schedule, in the presence of the Bidders or their representatives who choose to attend at time, date specified in Tender Time Schedule in IFB at the address specified in Appendix to ITB in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

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

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

- 1. Electronic Tender No:**
- 2. Package No. :**
- 3. Name of Work : Construction of Bus Terminal at Sotia, ASTC Station.2019-20”**
- 4. Approx. value of work (in Rs.) : Rs.13412657.00**
- 6. Cost of Document (in Rs.): Rs. 4,500.00**
- 7. Time of Completion: 24 (twelve) months.**
- 8. Name of the officer inviting Bid : Managing Director, Assam State Transport Corporation,Paltanbazar,Guwahati-08**
- 9. Address for Paper Submission and Opening: Office of the Managing Director, Assam State Transport Corporation,Paltanbazar,Guwahati-08**

**SECTION: 1**

**INSTRUCTION TO BIDDERS**

**(ITB)**

## Instruction to Bidders

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## (A) GENERAL

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### 1. Scope of Bid

#### TERMS AND CONDITIONS(TOR):-

1. PAN number along with GST number should be mentioned clearly, otherwise bid will be rejected.
2. Rate should be quoted inclusive of all applicable taxes.(including G.S.T)
3. The construction work is to be done to the full satisfaction of the designated official of ASTC and the Project Management Consultant.
4. All tools and plants are to be arranged by the contractor himself.
5. Construction materials mentioned in the specification of items of ISI/ISS (BIS)/REC approved will have to be supplied /installed by the contractor at site in conformity to the specification and satisfaction to the Engineer In-charge. Sub standard materials will not be allowed to be used in any circumstances.
6. Curing of construction shall be done properly and the water required shall have to be arranged by the contractor.
7. No extra payment for carrying of materials will be allowed from the Organization.
8. **All work must be completed within 24(Twenty Four) months** unless otherwise stated.
9. **Bid security/ EMD** for unsuccessful bidders will be returned within 30 days from the date of allotment of works. The EMD of successful bidder will be released when the bidder signs the agreement and furnish the required performance bond.
10. The successful bidder has to submit the **Performance Bank guarantee** in approved format of 5 % of the contract value within 14 days on receipt of Work order and valid up-to the completion of DLP from the date of handing over or submission of Final bill whichever is earlier.
11. The Employer shall retain 5% from each payment due to the contractor, until completion of the whole works. Another 5% will be retained as performance security. Out of the 10 % retention amount, 5% will be released after completion of work and the balance 5% will be released at the end of defects liability period.
12. The contractor will be allowed to make temporary shed at the worksite for storing goods at their own risk and cost and will have to be cleaned within 7 days of completion of work.
13. Water and power for the construction to be arranged by the contractor with his/their own cost which is deemed to be included in the rates. The rates are firm and no extra claim will be entertained till completion of the work for any items or total contract.
14. The safety measures to be arranged by the contractor during working at site as directed by the Engineer in charge which deemed to be included in the item rates.
15. The contractor will not be allowed to sublet the civil work to other party. In case of any special consideration, the contractor will have to take written APPROVAL from client to sub let any part of the work to clients approved party.
16. Estimate is prepared as per Schedule of Rates ( 2013-2014), Government of Assam, PWD- Building ,Electrical, Sanitary and Water Supply as well as present market rates. However the bidders have to quote the most competent rates. It is an item rate Bid. Some annx items on basis of rate analysis also enclosed
17. The Managing Director of ASTC reserves the right to reject any Bid or accept any one without showing any reason.
18. Any dispute what so ever, will be under the jurisdiction of Guwahati High Court, Guwahati.
19. The selected party should sign Agreement Form before issue of final work order.
20. **Pre bid meeting will be held on 07.02.2020 at 10:00 Hrs. to 11.00Hrs at ASTC.**
21. Bid will be valid up to 180 days from the date of submission.
22. a) A hard copy of the technical bid submitted online is to be submitted upto 17.02.2020 upto 14:00 Hrs for evaluation purpose in sealed cover. For any discrepancy between the online bid and the hard copy of the bid, the online bid will govern and will be considered for evaluation.  
b) Original copy of the following documents must be submitted upto 17.02.2020 upto 14:00 Hrs. at the office chamber of the undersigned.
  - i) Power of Attorney for signing the Bid.
  - ii) Bid securities in the form of original bank guarantee / FDR.
  - iii) Cost of Bid document in the form of original DD / BC.
  - iv) Original copy of Banker Certificate for Credit facility.
- 1.1 Office of the Managing Director, Assam state Transport Corporation (named in Appendix to ITB) invites bids for the Work: **"Construction of Bus Terminal at Sotia, ASTC Station.2019-20"**

(as defined in these documents and referred to as “the work”) detailed in the table given in IFB. The bidders may submit bids for the works detailed in the table given in IFB.

1.2 The Successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

1.3 Throughout this bidding document, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

## **2. Source of Funds**

2.1 Govt. of Assam for the year 2019-20.

## **3. Eligible Bidders**

3.1 This Invitation for Bids is open to all bidders registered under P.W.D Building as mentioned in IFB.

3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification information, a statement (unless otherwise specified) that the Bidder is neither associated, nor has been associated directly or indirectly with the Consultant or any other entity that has prepared the design, Specifications and other documents for the project or propose the Consultancy as Project Manager for the Contract. A firm that has been engaged by the Managing Director , Assam state Transport Corporation, Paltanbazar ,Ghy-8 to provide consultancy services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.

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

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

A Quality Assurance Manual (QAM) including but not limited to policy statement, project organisation (Flow Chart) Project Organisation (Duties and Responsibilities), Project Control and Administration, Document control, Control of Materials, Methodology of Working, Test and Inspection Plan, Calibration,

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

4.2 Deleted.

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

- i) **Copies of Original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder;**
- ii) **Total monetary value of construction work performed during each of the last five years;**
- iii) **Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;**
- iv) **Major items of construction equipment proposed to carry out the contract;**
- v) **Qualifications and experience of key site management and technical personnel proposed for Contract;**
- vi) **Reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the last five years;**
- vii) **Evidence of access to line (s) of credit and availability of other financial Resources facilities (10% of Contract Value), certified by the Bankers (Not more than 1 Month**



old). Notwithstanding the normal terms and conditions of the issuing bank, the above certificate should be as per the sample format given in Section -8 of this SBD.

- viii) Undertaking that the bidder will be able to invest a minimum cash of 25% of contract value of work, during implementation of the work;
- ix) Authority to seek references from the Bidder's Bankers;
- x) Information regarding any litigation, current or during the last five years in which the Bidder is involved, the parties concerned, and disputed amount;
- xi) Proposals for sub Contracting components of the Works amounting to more than 10% of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- xii) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per Technical Specification within the stipulated period of completion milestones.
- xiii) Deleted.

#### 4.4 Bids from Joint ventures are not acceptable.

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

- a) Achieved a minimum average financial turnover (defined as a billing for works in progress and completed in all classes of civil engineering construction works only) over the last 5 years amounting to Rs.5365062.00 ( Rupees Fifty three lakhs Sixty five Thousand Sixty two) only which is 40% of the value of contract/ contracts applied for as indicated in the Appendix.
- b) The bidder must be a profit making one for the last five years. (C.A Certificate to be attached).
- c) Satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated sub contractor, where the sub contractor involved in execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amounting to: **(1) Civil, Sanitary & Water supply work etc** of Rs.5365062.00 ( Rupees Fifty three lakhs Sixty five Thousand Sixty two) only
- d) The bidder should possess valid electrical license for executing electrification works of the project and should have executed similar electrical works for a minimum amount of Rs.1046003.00 (Rupees Ten Lakhs Forty six Thousand Three)only, as indicated in Appendix-I in any one year in a single job. In case the bidder is not in possession of such license, the bidder must enter into a collaboration/tie-up arrangement with such license holder having requisite experience. Such tie up must be registered in court for carrying out electrification works. Necessary documents should be furnished along with the bid.
- e) The bidder should possess valid license for executing anti-termite works. In case the bidder is not in possession of such license, the bidder must enter into a collaboration/tie-up arrangement with such license holder having requisite experience. Such tie up/ collaboration must be registered in court. Necessary documents should be furnished along with the bid.
- f) Deleted
- g) (i) Bidder should possess valid registration certificate of APWD (Bldg) . All up to date record i.e. GST, Labour licence, PAN etc to be provided.  
(ii)Sub contract not allowed.  
(iii) Deleted

#### 4.5 B. Each Bidder should demonstrate:

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

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

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in Clause 4.3 (i) above to facilitate the office of the Managing Director ,Assam State transport Corporation, Paltanbazar, Ghy-08 to review their proposals. The numbers, types and capacities of each plant/ equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

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

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

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

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

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

Where

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

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

B= Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next **24 (twenty four) months.** (Period of completion of the works for which bid is invited).

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

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and / or
- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to Office of the Managing Director ASTC, Paltanbazar,Ghy-08

## 5. One Bid per Bidder

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

## 6. Cost of Bidding

- 6.1 The bidder shall bear all costs associated with the preparation and submission of this Bid, and office of the Managing Director, Assam State Transport Corporation, Paltanbazar, Ghy-08 will in no case be responsible and liable for those costs.

## 7. Site Visit

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

## **B. BIDDING DOCUMENTS**

### 8. Content of Bidding Documents

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

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

*Table-1*

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

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

### 9. Clarification of Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Managing Director, ASTC, Paltanbazar, Guwahati-8 in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Managing Director, ASTC, Paltanbazar, Guwahati-8's address indicated in the invitation to bid. The Managing Director, ASTC, Paltanbazar, Guwahati-8 will respond to any request for clarification, which he received earlier than or during the Pre-bid meeting as indicated in Appendix-I. Copies of the Managing Director, ASTC, Paltanbazar, Guwahati-8's response will be intimated to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

#### **Pre-bid meeting**

- 9.1.1 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in N.I.T. / I.F.B. & Appendix –I of the Bidding document.
- 9.1.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.1.3 The bidder may submit any questions in writing to the Managing Director,ASTC,Paltanbazar,Guwahati-8 on the day of the meeting.
- 9.1.4 Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub Clause 8.1, which may become necessary as a result of the pre-bid meeting shall be made by the Managing Director,ASTC,Paltanbazar,Guwahati-8 exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.1.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

- 10.1 Before the deadline for submission of bids, the Managing Director,ASTC,Paltanbazar,Guwahati-8 may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be a part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Managing Director,ASTC,Paltanbazar,Guwahati-8.The Managing Director,ASTC,Paltanbazar,Guwahati-8 will assume no responsibility for postal delays.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Managing Director,ASTC,Paltanbazar,Guwahati-8 may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub – Clause 20.2 below.

## **C. PREPARATION OF BIDS**

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

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

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

The bid to be submitted by the bidder online only in Two separate parts:

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

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

#### **Part-II shall be named “Financial Bid” and shall comprise.(N.A.in case of e-tendering)**

- 1 Form of Bid as Specified in Section 6.
- 2 Priced Bill of Quantities for items specified in Section 7.

The bidder shall prepare one set of hard copy of the technical bid and to be submitted manually before expiry of the date & time. In case of discrepancy between the two the one submitted online will govern.

**Bidders are advised to scan their Technical Papers at 100dpi (In Black & White mode) in “.pdf” format for multiple pages with maximum file size of 25MB. If file size exceeds 25MB, the bidders are advised to create multiple files and upload the same in “Upload Additional Document” stage. The BOQ sheet should be in .xls format.**

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

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

### 13. Bid Prices

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

13.2 The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the works described in the Bill of Quantities along with total bid price (both in figures and words) rounded to the nearest rupee. *Items for which no rate or price is entered by the bidder will not be paid for by the Managing Director,ASTC,Paltanbazar,Guwahati-8 when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

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

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

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

### 14. Currencies of Bid and Payment

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

### 15. Bid Validity

15.1. Bids shall remain valid for a period not less than **180 days** after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Managing Director,ASTC,Paltanbazar,Guwahati-8 as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and Form of Bid submitted by the bidder, the later shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Managing Director,ASTC,Paltanbazar,Guwahati-8 may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security .A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

- 15.3. Deleted.
- 15.4. Bid evaluation will be based on the bid prices without taking into consideration the above correction.
17. **Bid Security**
- 17.1. The Bidder shall furnish, as part of his Bid, a Bid Security in the amount as shown in Column 4 of the Table of IFB for this particular work. The bid security shall be in favour of the Managing Director, ASTC as mentioned in the N.I.T., in one of the following forms:
- a) DELETED
  - b) Bank Guarantee from any Nationalized/Scheduled Indian Bank, in the format given in Section-8. (A written confirmation in the Bank's letterhead confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
  - c) Fixed Deposit Receipt issued by any Nationalized /Schedule Indian Bank or a foreign Bank approved by R.B.I., acceptable to the employer.
- (Bid security for bidders under SC/ ST/OBC/ MOBC categories will be half of the Bid security specified).**
- 17.2. Bank guarantees (and other instruments having fixed validity) issued as security for the bid shall valid for 45 days beyond the validity of the bid.
- 17.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 16.1 and Sub Clause 16.2 above shall be rejected by the Managing Director,ASTC,Paltanbazar,Guwahati-8 as non-responsive.
- 17.4. Unless there is any challenge on the bid/ bid process in any court of law, the Bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub clause 15.1.
- 17.5. The Bid Security of the Successful Bidder will be discharged when the bidder has signed the Agreement and furnished the Performance Security.
- 17.6. The Bid Security may be forfeited
- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
  - b) If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
  - c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - i) Sign the Agreement; or
    - ii) Furnish the required Performance security.
18. **Alternative Proposals by Bidders**
- 18.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (Time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
19. **Format and Signing of Bid**
- 19.1. Deleted.
- 19.2. The hard copy of technical bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initialed by person or persons signing the bid. Certificate furnished in support of qualification information and others must be attested by the Gazetted officer.
- 19.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Managing Director,ASTC,Paltanbazar,Guwahati-8, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialized by the person or persons signing the bid.

## D. SUBMISSION OF BIDS

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

20.1. The Bidder shall seal the hard copy of the Technical Bid in envelope as “**Technical Bid**”.

#### 20.2. **Technical Bid to be opened on 18.02.2020 at 14:00 Hrs**

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

20.3. The envelopes containing hard copy of Technical Bid shall

- a) Be addressed to the Managing Director,ASTC,Paltanbazar,Guwahati-8.
- b) Bear the identification as indicated in Appendix.

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

20.5. If the outer envelope is not sealed and marked as above, the Managing Director,ASTC,Paltanbazar,Guwahati-8 will assume no responsibility for the misplacement or premature opening of the bid.

*Note :- (Both bids will be submitted online only in case of e- tendering)*

### 21. **Deadline for Submission of Bids**

21.1. Complete Bids (including Technical and Financial Bids) must be received by the Managing Director,ASTC,Paltanbazar,Guwahati-8 at the address specified above not later than the date indicated in N.I.T. In the event of the specified date for the submission of bids declared as holiday on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue.

21.2. The Managing Director,ASTC,Paltanbazar,Guwahati-8 may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Managing Director,ASTC,Paltanbazar,Guwahati-8 and the Bidders previously subject to original deadline will then be subject to the new deadline.

### 22. **Late Bids**

22.1. Any Bid received late by the Managing Director,ASTC,Paltanbazar,Guwahati-8 after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

### 23. **Modifications and Withdrawal of Bids**

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

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

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

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

## E. BID OPENING AND EVALUATION

### 24. Bid Opening

- 24.1. The Managing Director,ASTC,Paltanbazar,Guwahati-8 will open all the Bids received (except those received late), including modification made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in N.I.T in the manner specified in Clause 20 and 23.3. In the event of specified date of Bid opening being declared a holiday on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue.
- 24.2. Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 24.3. The envelope containing “Technical Bid” shall be opened. The inner envelope marked,” Cost of Bidding Document downloaded from internet” will be opened first and if the cost of the Bidding document is not there or incomplete, the remaining bid documents will not be opened and bid will be rejected. The amount, form and validity of the Bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.
- 24.4.
- i) Subject to confirmation of the bid security by the issuing Bank, the bid accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I, if the bid pursuant to Clause 12.1.
  - ii) After receipt of confirmation of bid security, the bidder will be asked in writing (usually within 10 days of the opening of the technical bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
  - iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the financial bid (usually on 21<sup>st</sup> day of opening of the technical bid).
  - iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders, whose financial bids are eligible for consideration.
- 24.5. If, as a consequence of the modification carried out by the bidder, in response to sub-clause 22.2, the bidders desire to modify their financial bid; they will submit the modification in separate sealed envelope so as to reach the Employer’s address (refer sub-clause 19.2) before the opening of the Technical Bid/Financial bid as intimated in the clarification letter (refer sub-clause 23.4). The envelope shall have clear marking “**MODIFICATION TO TECHNICAL BID/FINANCIAL BID-Not to be opened except with the approval of the Evaluation Committee**”
- 24.6. At the time of opening of “Financial Bid”, the name of the bidders will be announced. The bids of only qualified bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders Names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such others details as the Managing Director,ASTC,Paltanbazar,Guwahati-8 may consider appropriate, will be announced by the Managing Director,ASTC,Paltanbazar,Guwahati-8 at the opening. Any bid price or discounts, which is not read out recorded will not be taken into account in Bid Evaluation.
- 24.7. Deleted.
- 24.8. The Managing Director,ASTC,Paltanbazar,Guwahati-8 shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

### 25. Process to be Confidential

- 25.1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Managing



Director,ASTC,Paltanbazar,Guwahati-8's processing of Bids or award decision may result in the rejection of his Bid.

26. **Clarification of Financial Bids**

- 26.1. To assist in the examination, evaluation, and comparison of Bids, the Managing Director,ASTC,Paltanbazar,Guwahati-8 may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Managing Director,ASTC,Paltanbazar,Guwahati-8 in the evaluation of the Bids in accordance with Clause 27.
- 26.2. Subject to sub-clause 25.1, no Bidders shall contact the Managing Director,ASTC,Paltanbazar,Guwahati-8 on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidders wish to bring additional information to the notice of the Managing Director,ASTC,Paltanbazar,Guwahati-8, it should do so in writing.
- 26.3. Any effort by the Bidders to influence the Managing Director,ASTC,Paltanbazar,Guwahati-8 in the bid evaluation, bid comparisons or contract award decisions may result in the rejection of the Bidders' bid.

27. **Examination of Bids and Determination of Responsiveness**

- 27.1. During the detailed evaluation of "Technical Bids", the Managing Director,ASTC,Paltanbazar,Guwahati-8 will determine whether each Bid (a) meets the eligibility criteria.
- 27.2. Criteria defined in Clause 3 and 4, (b) has been properly signed (c) is accompanied by the required securities and (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specification, and drawings.
- 27.3. A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Managing Director,ASTC,Paltanbazar,Guwahati-8 right or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 27.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the Managing Director, ASTC, Paltanbazar, Guwahati-8, and may not subsequently be made responsive by correction or withdrawals of the non-conforming deviation or reservation.

28. **Correction of Errors**

- 28.1. "Financial Bids" determined to be substantially responsive will be checked by the Managing Director,ASTC,Paltanbazar,Guwahati-8 for any arithmetic errors. Errors will be corrected by the Managing Director,ASTC,Paltanbazar,Guwahati-8 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.
- 28.2. The amount stated in the "Financial Bid" will be corrected by the Managing Director,ASTC,Paltanbazar,Guwahati-8 in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
  - a) If the Bid price increases as a result of this correction, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
  - b) If the Bid price decreases as a result of this correction, the decreased amount as stated in the bid will be the 'bid price'.

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

- c) As per State Government circular No.CRD.119/2003/5,dt.21.09.04.The bid price to be rounded of at grand total amount arrived at after multiplication and summing up from detailed item wise rate and quantities to the nearest rupee by ignoring paise below fifty and to next rupee for amount with fifty paise or more. The ranking in the financial bid/comparative statement shall be based upon the rounded bid price.

29. **Deleted**

30. **Evaluation and Comparison of Financial Bids**

- 30.1. The Managing Director,ASTC,Paltanbazar,Guwahati-8 will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 30.2. In evaluating the Bids the Managing Director,ASTC,Paltanbazar,Guwahati-8 will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
  - a) Basis for evaluation of financial bids will be the latest APWD Schedule of Rates (Civil, Sanitary & water supply & Electrical works) for 2013-2014 current in the State.
  - b) Making any correction for errors pursuant to Clause 27; or
  - c) Making an appropriate adjustments for any other acceptable variations, deviations; and
  - d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.
  - e) Rounding the Bid Price to the nearest rupee as per Government circular at Annexure – A.
- 30.3. The Managing Director,ASTC,Paltanbazar,Guwahati-8 reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise results in unsolicited benefits for the Managing Director,ASTC,Paltanbazar,Guwahati-8 shall not be taken into account in Bid evaluation.
- 30.4. The estimated affect of the price adjustment conditions under Clause 47 of the *Condition of Contract*, during the period of implementation of the contract, will not be taken into account in Bid evaluation.
- 30.5. If the Bid of the successful Bidder is seriously unbalanced in relation to the Department's estimate of the cost of work to be performed under the contract, the Managing Director,ASTC,Paltanbazar,Guwahati-8 may require the Bidder to produce detailed price analysis for any or all item of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Managing Director,ASTC,Paltanbazar,Guwahati-8 may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Managing Director,ASTC,Paltanbazar,Guwahati-8 against financial loss in the event of default of the successful Bidder under the Contract.
- 30.6. A bid contains several items in the Bill of Quantities, which are unrealistically priced low, and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

31. **Deleted**

## F. AWARD OF CONTRACT

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### 32. **Award Criteria**

32.1. Subject to Clause 32, the Managing Director,ASTC,Paltanbazar,Guwahati-8 will award the Contract to the Bidder whose Bids has been determined.

- (i) To be substantially responsive to the Bidding documents both in technical & financial aspects of the bid.
- (ii) To be within the available Bid capacity adjusted to account for his quoted bid price.
- (iii) The work shall be awarded at the lowest responsive bid price.
- (iv) Office of the Managing Director,ASTC,Paltanbazar,Guwahati-8is not in a compulsion to award the work to the lowest bidder.

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

31.2 Deleted

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

33.1. Notwithstanding Clause 31, the Managing Director,ASTC,Paltanbazar,Guwahati-8 reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all bids, at any time prior to the awards of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Managing Director,ASTC,Paltanbazar,Guwahati-8's actions.

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

34.1. The Bidders whose Bid has been accepted will be notified of the award by the Managing Director,ASTC,Paltanbazar,Guwahati-8 prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Condition of Contract called the "Letter of Acceptance") will state the sum that the Managing Director,ASTC,Paltanbazar,Guwahati-8 will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

34.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

34.3. The agreement will incorporate all agreements between the Managing Director,ASTC,Paltanbazar,Guwahati-8 and the Successful Bidder. Within **15** days of receipt of the Letter of Acceptance, the successful Bidder will sign the Agreement and deliver it to the Employer, for acceptance of the same.

34.4. Upon the furnishing of the of the Performance security by the successful Bidder, the Managing Director,ASTC,Paltanbazar,Guwahati-8 will promptly notify the other Bidders that their Bids have been unsuccessful.

### 35. **Performance Security**

35.1. Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Managing Director,ASTC,Paltanbazar,Guwahati-8, a Performance Security in any of the form given below for an amount equivalent to 5 % (five p.c.) of the Contract price plus additional

security for unbalanced Bids in accordance with Clause 29.5 of ITB Clause 52 of Conditions of Contract. For details please refer to Managing Director, ASTC, Paltanbazar, Guwahati-8 Assam's office order No.BN/12/82/pt-I/84 Dt.15/2/2011.

- A bank guarantee in the form given in section 8; or
- Fixed deposit in the name of the Managing Director, ASTC, Paltanbazar, Guwahati-8, from any Nationalized/ Scheduled Indian bank.
- Security for unbalanced Bids shall be in the form of FD only.

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

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

36. **Advance Payment and Security**

36.1. Deleted

37. **Dispute Review Experts**

37.1. The Managing Director,ASTC,Paltanbazar,Guwahati-8 proposes that [name of proposed Dispute Review Expert in Appendix I] be appointed as Disputes Review Expert under the Contract, at a daily fee plus reimbursable expenses. If the Bidders disagree with this proposal, the Bidders should so state in the Bids. (Mutually Agreed)

38. **Corrupt or Fraudulent Practices**

38.1. The Managing Director,ASTC,Paltanbazar,Guwahati-8 will reject a proposal for award if it determine that the Bidder recommended for award has engaged in corrupt or fraudulent in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with CPWD/APWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

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

**SECTION: 2**

**QUALIFICATION INFORMATION**

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

1. Name of the Employer is: **Office of the Managing Director ,ASTC. Paltanbazar, Guwahati-08** [Cl.1.1]
2. Total Volume of civil Engineering Construction work performed in last five financial years: [Cl.4.5A (a)]
  - i) 2014—2015
  - ii) 2015—2016
  - iii) 2016—2017
  - iv) 2017—2018
  - v) 2018 - 2019
3. **The minimum average annual financial turn over amount is Rs.5365062.00 ( Rupees Fifty three lakhs Sixty five Thousand Sixty two) only** [Cl.4.5A (b)]
4. **Value of completed Civil, Sanitary & water supply works of similar nature is Rs.5365062.00 ( Rupees Fifty three lakhs Sixty five Thousand Sixty two) only** [Cl.4.5A (c)]
5. **Value of completed Electrical works of similar nature is Rs.1046003.00 (Rupees Ten Lakhs Forty six Thousand Three)only** [Cl.4.5A (d)]
6. **Price level as per A.P.W.D. latest Schedule of rates current in the state.**
7. The pre bid meeting will take place at : Office of the Managing Director ,ASTC.Paltanbazar, Guwahati-08
8. The Bids will be opened at the : **Office of the Managing Director,ASTC.Paltanbazar, Guwahati-08** on **18.02.2020 at 14:00 Hrs.**
9. Address of the Employer: **Office of the Managing Director,ASTC,Paltanbazar,Guwahati-8**
10. Identification: Bid for: **“Construction of Bus Terminal at Sotia, ASTC Station.2019-20”**  
Bid reference No. ASTC/HO/CE/1524/2019/622 Dated Guwahati, the 1<sup>st</sup> February’2020.
  - i) **Do not open before 18.02.2020 at14.00 Hrs.**
  - ii) **The bid should be submitted latest by 14:00 Hours on 17.02.2020.**
  - iii) The **Performance security** as per clause no. 34.1 of ITB should be drawn in favor of the **the Managing Director, ASTC. Paltanbazar, Guwahati-08**
11. The name of Dispute Review Expert - (to be decided mutually)
12. The liquid asset/ **Credit facilities: Rs. 13.41 Lakh (10% of contract price)** [Cl.4.5 B (c)]
13. Deleted. [Cl.4.5 A (g)]
14. Updating factors for updating work value of single building project executed during last five years.

Year before	Multiply factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

**APPENDIX –II**

**LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK  
(Above one core project)**

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

<b>Type of Equipment</b>	<b>Maximum age as on 31-01-2020 (Years)</b>	<b>Nos. Required to be deployed</b>
<b>1</b>	<b>2</b>	<b>3</b>
<b>Cube Testing Machine</b>	2	1
<b>Sieve Analysis (Complete Kit)</b>	5	1
<b>Concrete Hammer</b>	5	1
<b>Concrete Mixer Machine</b>	5	1
<b>Water Tanker</b>	5	1
<b>Generator set</b>	2	1
<b>Concrete Drilling Machine</b>	5	1
<b>Truck</b>	5	5
<b>ExcaGSTor cum loader</b>	4	1
<b>Concrete Vibrator (different size)</b>	2	5
<b>Welding Machine</b>	3	2
<b>Water pump</b>	1	2
<b>Cube mould</b>	1	10
<b>Ready Mix Concrete Batching Plant</b>	5	1

**Table-2**

**APPENDIX – III**

**List of Key Personnel to be deployed on Contract Work  
(Less than one core project)**

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

<b>Sl. No.</b>	<b>Personnel</b>	<b>Qualification</b>	<b>Nos. Required</b>
<b>1</b>	<b>Project Manager (B.E)</b>	<b>B.E Civil + 7 Yrs Exp. as Manager</b>	<b>1</b>
<b>2</b>	<b>Site Engineer (Civil)</b>	<b>B.E Civil + 5 Yrs Exp. Or Dip. Civil + 7 years Exp.</b>	<b>1</b>
<b>3</b>	<b>Site Engineer (Elect.)</b>	<b>B.E Elect. + 5 Yrs Exp. Or Dip. Elect. + 7 years Exp.</b>	<b>1</b>
<b>4</b>	<b>Quality Control Engineer (J.E)</b>	<b>B.E Civil + 5 Yrs Exp. Or Dip. Civil + 7 years Exp.</b>	<b>1</b>
<b>5</b>	<b>Others</b>	<b>Supervisors, Machine operators, etc.</b>	<b>5</b>
<b>The experience criteria are reconcilable for works of value less than 1.00 Crore and may be decided as per requirement.</b>			

Table-3

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

All original documents should be submitted during time of technical evaluation.



**Annexure - A**

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

No. CRD.119/2003/5

Dated Dispur, the 21/09/04

To

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

Sub: Financial Evaluation of Bid.

Sir,

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

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

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

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

Yours faithfully,

Sd/-

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

Memo No. CRD.119/2003/5

Dated Dispur, the 21/09/04

**Copy to:**

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

By order, etc.

Sd/-

Deputy Secretary to the Govt. of Assam,  
Public Works (Highway) Department,  
Dispur, Guwahati-6.

## Annexure – B

**GOVERNMENT OF ASSAM  
PUBLIC WORKS (PLANNING CELL) DEPARTMENT, DISPUR, GUWAHATI**

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No. RBPC.80/2009/31

Dated Dispur.the 12th June /2009.

OFFICE MEMORANDUM

The restriction imposed vide Govt's O.M.No. DA 5R/39/2001/1, dt. 14-3-2001 in regard to quoting of rates below 10% of the Schedule of Rates by the contractor in allotment of works are hereby withdrawn with immediate effect with a view to achieve a larger participation of bidders and to make the bidding process more competitive for allotment of various works under the Department. But unbalance rates, if found, should be justified properly by the contractor/ firm during submission of tender.

The authority concerned shall examine the lowest rates along with the justification vis-à-vis the rates/ cost of the related estimate of the work thoroughly and convince themselves that the rates are workable and worthy for acceptance.

Officers within their delegated power of acceptance of tender shall follow this strictly and necessary clause should be incorporated distinctly in the NIT.

Sd/-

(M. C. Boro)

**Commissioner & Spl. Secretary to the Govt. of Assam**  
PWD, Dispur, Guwahati-6

Memo No. RBPC.80/2005/31-A  
2009.

Dated Dispur, the 12th June/

Copy to the -

- (1) Chief Engineer, PWD (Roads), Assam Chandmari, Guwahati-3 for favour of information and necessary action.  
He is requested to send the O.M to all SE's/EE's under his wing.
- (2) Chief Engineer, PWD (Building) Assam Chandmari, Guwahati-3 for favour of information and necessary action.  
She is requested to send the O.M to all SE's/ EE's under his wing.
- (3) Chief Engineer, PWD (NH), Assam, Chandmari, Guwahati-3 for favour of information and necessary action. He is requested to send the O.M to all SE's/EE's under his wing.
- (4) Chief Engineer, PWD (NEC/BRD), Assam, Chandmari, Guwahati-3 for favour of information and necessary action. He is requested to send the O.M to all SE's/EE's under his wing.
- (5) Chief Engineer, PWD (A/R), Assam, Chandmari, Guwahati-3 for favour of information and necessary action. He is requested to send the O.M to all SE's/EE's under his wing.
- (6) All Addl. Chief Engineer, PWD, Planning, Chandmari, Guwahati-3.
- (7) P.S. to the Hon'ble Minister PWD, Assam.
- (8) P.S. to the Addl. Chief Secretary (W), Assam
- (9) P.S. to the Comm. Spl. Secretary, PWD, Assam.
- (10) P.S. to O.S.D., P.W.D.

By order etc.

Sd/-

Deputy Secretary to the Govt. of Assam

Public Works (B) Department, Dispur, Guwahati.

## QUALIFICATION INFORMATION

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

### 1. For Individual Bidders

1.1 Constitution or legal status of Bidder:

*[Attach Copy]*

Place of Registration:

Principal Place of Business:

Power of Attorney of Signatory of Bid:

*[Attach]*

1.2 Total value of Civil Engineering construction Work performed in the last Five financial years  
(In Rs.)

<b>(Attach Certificate from</b>	2014 - 2015
<b>Chartered Accountant)</b>	2015 - 2016
	2016- 2017
	2017- 2018
	2018 - 2019

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

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

Table-4

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

Year	Name of the Work	Name of the Employer	Quantity of Work performed (Cu m) Remarks		Steel Reinforcement (in qtl)	Remarks (indicate contract Ref) (Attach Certificate from Engineer-In-Charge)
			Cement Concrete (including RCC & PCC)	Brick Work		
1	2	3	4	5	6	7
2015-2016						
2016-2017						
2017-2018						
2018-2019						
2019-2020						

Table-5

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

(A) Existing Commitments and on-going works:

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

Table-6

(B) Works for which bids are already submitted:

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

Table-7

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

Item of Equipment	Requirement		Availability Proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/ Leased to be Procured	Nos. / Capacity	Age/ Condition	
1	2	3	4	5	6	7
<b>Cube Testing Machine</b>						
<b>Sieve Analysis (Complete Kit)</b>						
<b>Concrete Hammer</b>						
<b>Mixer Machine</b>						
<b>Water Tanker</b>						
<b>Generator set</b>						
<b>Concrete Drilling Machine</b>						
<b>Truck</b>						
<b>ExcaGSTor cum loader</b>						
<b>Concrete Vibrator (different size)</b>						
<b>Welding Machine</b>						
<b>Water pump</b>						
<b>Cube mould</b>						
<b>Ready Mix Concrete Batching Plant</b>						

*Table-8*

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

Position	Name	Qualification	Year of Experience	Years of Experience in the Proposed position
1	2	3	4	5
<b>Project Manager (B.E)</b>				
<b>Site Engineer (Civil. B.E)</b>				
<b>Site Engineer (Elect.)</b>				
<b>Quality Control Engineer (J.E)</b>				
<b>Others (specify)</b>				

*Table-9*

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

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

**Table-10**

- 1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports (in case of companies/corporation), etc. List them below and attach copies.
- 1.9 Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.10 Name, address, and telephone, telex, e-mail and fax numbers of the bidder's bankers who may provide references if contacted by the Managing Director,ASTC,Paltanbazar,Guwahati-8.
- 1.11 Information on litigation history in which the Bidder is involved.

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

**Table-11**

- 1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is **ASTC,Paltanbazar,Guwahati-8.**)
- 1.12 Proposed work method and schedule: The bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding Documents. [Refer ITB Clause 4.1 & 4.3 (xii)].
- 1.13 Programme
- 1.14 Quality Assurance Programme
- 2. Deleted.**
- 3. Additional Requirements.**
- 3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of Information to Bidders, if applicable.
- I. Affidavit
- II. Undertakings
- III. Authority

(Up to here Section 2)

**SECTION: 3**

**CONDITIONS OF CONTRACT**

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

## A. GENERAL

---

### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

The **Employer** is the Managing Director , ASTC, Paltanbazar,Guwahati-08

The “**Engineer**” is the **Chief Engineer (Civil), ASTC as stated in the NIT** who is responsible of supervising the Contractor, administering the Contract, certifying payments due to the Contractor issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

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

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

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

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

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

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

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

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

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



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

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

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

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

## **2. Interpretation**

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

## **3. Language and Law**

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

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

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

## **5. Delegation**

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

## **6. Communications**

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

## **7. Sub-contracting**

- 7.1. The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Chief Engineer (Civil), ASTC but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

## **8. Other Contractors**

- 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Managing Director, ASTC Guwahati-8, between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The Managing Director, ASTC Guwahati-8, Assam may modify the schedule of other contractors and shall notify the contractor of any such modification.

## **9. Personnel**

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

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

- 10.1. The Managing Director, ASTC Guwahati-8, carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks, which this Contract states are Contractor's risks.

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

- 11.1. The Managing Director, ASTC Guwahati-8, is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

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

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

## **13. Insurance**

- 13.1. The Contractor shall provide, in the joint names of the Managing Director, ASTC Guwahati-8, and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) Loss of or damage to the Works, Plant and Materials;  
Loss of or damage to Equipment;
  - (b) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
  - (c) Personal injury or death.
- 13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3. If the Contractor does not provide any of the policies and certificates required, the Managing Director, ASTC Guwahati-8, may effect the insurance which the Contractor should have provided and recover the premiums the Managing Director, ASTC Guwahati-8, has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.5. Both parties shall comply with any conditions of the insurance policies.

## **14. Site Investigation Reports**

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

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

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

## **16. Contractor to Construct the Works**

- 16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.
- 17. The Works to be completed by the Intended Completion Date**
- 17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programmed submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.
- 17.2. There will be no time extension beyond the Intended Completion Date.
- 18. Approval by the Engineer**
- 18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2. The Contractor shall be responsible of design of Temporary Works.
- 18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.
- 18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.
- 19. Safety**
- The Contractor shall be responsible of the safety of all activities on the Site.
- 20. Discoveries**
- 20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Managing Director, ASTC, Guwahati-8, The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.
- 21. Possession of the Site**
- 21.1. The Managing Director, ASTC ,Paltanbazar, Guwahati-8, shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Managing Director, ASTC ,Paltanbazar, Guwahati-8 is deemed to have delayed the start of the relevant activities and this will be Compensation Event.
- 22. Access to the Site**
- 22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- 23. Instructions**
- 23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.
- 23.2. The Contractor shall permit Managing Director, ASTC ,Paltanbazar, Guwahati-8 to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Managing Director, ASTC ,Paltanbazar, Guwahati-8 , if so required by the Employer.
- 24. Disputes**
- 24.1. If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board within 14 days of the notification of the Engineer's decision.
- 25. Procedure for Disputes**
- 25.1. The Dispute Review Board shall be constituted with three members, one from Employer, One from Contractor and the other to be nominated jointly by the above two members to give a decision in writing within 28 days of receipt of a notification of a dispute.

- 25.2. The Dispute Review Board shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of types specified in the Contract Data and the cost shall be divided equally between the Managing Director, ASTC ,Paltanbazar, Guwahati-8 and the Contractor, whatever decision is reached by the Dispute Review Board. Either party may give notice to the other to refer a decision of the Dispute Review Board to an Arbitrator within 28 days of the Dispute Review Board's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Board's decision will be final and binding.
- 25.3 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract (SCC).

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

- 26.1. Should the Dispute Review Expert resign or die, or should the Managing Director, ASTC ,Paltanbazar, Guwahati-8 and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be jointly appointed by the Managing Director, ASTC ,Paltanbazar, Guwahati-8 and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

## **B. TIME CONTROL**

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### **27. Programme**

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

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

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

### **29. Deleted**

### **30. Delays Ordered by the Engineer**

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

### **31. Management Meetings**

- 31.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to The Managing Director, ASTC ,Paltanbazar, Guwahati-8. The responsibility of the parties of actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **32. Early Warning**

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

## **B. QUALITY CONTROL**

### **33. Identifying Defects**

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

### **34. Tests**

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

### **35. Correction of Defects**

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

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

### **36. Uncorrected Defects**

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

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## **D. COST CONTROL**

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### **37. Bill of Quantities**

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

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

### **38. Changes in the Quantities**

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

- (a) Justification for rate adjustment as furnished by the contractor,
- (b) Economies resulting from increase in quantities by way of reduced plant, equipment, and overhead costs,
- (c) Entitlement of contractor to compensation events where such events are caused by any additional work

38.2. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 per cent, except with the Prior approval of the Managing Director, ASTC ,Paltanbazar, Guwahati-8.

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

### **39. Variations**

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

39.2. The Engineer shall find out and evaluate all the probable variations in the early period of the contract and submit the same to the Managing Director, ASTC ,Paltanbazar, Guwahati-8

- 39.3. Deleted
- 39.4. There cannot be any supplementary items.

**40. Payments for Variations**

- 40.1. The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered. The Engineer shall send the rate so assessed to the Managing Director, ASTC ,Paltanbazar, Guwahati-8 for approval.
- 40.2. If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of Engineer, the quantity of work above the limit stated in Sub Clause 38.1 or the; timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 40.3. If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on Engineer's own forecaster of the effects of the Variation on the Contractor's costs.
- 40.4. If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, the Engineer shall allow the contractor to proceed with the work using materials having I.S. marks/ approved brand as specified in the A.P.W.D. S.O.R. obtained from approved dealers of the company. The Engineer shall collect the quotation for himself and assess the cost/ rate of the item considering all aspects and submit the same to the Managing Director, ASTC ,Paltanbazar, Guwahati-8 for approval.
- 40.5. The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

**41. Cash Flow Forecasts**

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

**42. Payment Certificates**

- 42.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(3) of the Contract Data (Secured advance). The payment will be made according to the availability of fund.
- 42.3. The value of work executed shall be determined by the Managing Director, ASTC.
- 42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5. The value of work executed shall include the valuation of variations and Compensation Events.
- 42.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

**43. Payments.**

- 43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within a reasonable time subject to the availability of fund. The Engineer/ Employer shall not delay the payment unreasonably (i.e., without valid reasons), if fund is available.
- 43.2. If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the contractor shall be paid interest upon the delayed payment

as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

43.4. Payment will be made as and when fund is made available by the concerned department.

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

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

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way, which affects the work of the contractor under the contract.
- (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) Deleted.
- (e) The Engineer does not approve of a subcontract to be let, within 15 days.
- (f) Deleted.
- (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the contract, and they cause delay or extra cost to the Contractor.
- (i) Deleted.
- (j) The effect on the Contractor of any of the Employer's risks.
- (k) The Engineer unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

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

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

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

#### **45. Tax**

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

#### **46. Currencies**

46.1. All payments shall be made in Indian Rupees.

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

47.1. Contract price shall remain fixed without any price adjustment.

47.2. Deleted.

#### **48. Retention**

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



- 48.2. On Completion of whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
- 48.3. On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

**49. Liquidated Damages**

- 49.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor’s liabilities.
- 49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.
- 49.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject top the limit stated in the contract data.
- The employer may without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to decode due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.
- On attaining maximum limit of liquidated damage by the contractor the Chief Engineer (Civil), ASTC may cancel the work within 7 days notice and balance work will be completed by the department through other agency at the risk & cost of the contractor.
- 49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, a applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

**50. Bonus**

- 50.1. Deleted.

**51. Advance Payment**

- 51.1. The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data. Interest will not be charged on the advance payment.
- 51.2. Deleted.
- 51.3. Deleted
- 51.4. Secured Advance
- 51.5. The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

**52. Securities**

- 52.1. The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer,

and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

**53. Deleted**

**54. Cost of Repairs**

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

## **E. FINISHING THE CONTRACT**

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### **55. Completion**

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

### **56. Taking Over**

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

### **57. Final Account**

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

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

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

### **59. Termination**

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

For the purpose of this paragraph: "corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to establish bid prices at artificial non-competitive levels and to deprive the Borrower, and includes collusive practice among Bidders (prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

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

**60. Payment upon Termination**

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

**61. Property**

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

**62. Release from Performance**

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

## **F. SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **1. GENERAL**

- 1.1 In case of an irreconcilable conflict between general conditions of contract, Special conditions of contract, scope of work, specifications, drawings, schedule of rates, prevail to the extent of such irreconcilable conflict in order of precedence
- i) Detailed Letter of Award.
  - ii) Fax/ Letter of intent
  - iii) Special conditions of contract.
  - iv) Scope of Work
  - v) Job/ Particular specification
  - vi) Drawings
  - vii) Technical/ Material specifications
  - viii) General conditions of contract
  - ix) Indian Standards
  - x) Other applicable standards
  - xi) Assam Public Works Department (A.P.W.D.) Specifications
- 1.2 It will be Bidder's responsibility to bring the notice of Depts. Any irreconcilable conflict in various parts of contract documents before starting the work(s), of making supply with reference to, which the conflict exists.
- 1.3 In absence of any specifications for any materials, design or work(s), the same shall be performed / supplied / executed in accordance with the instructions/ directions of the engineer-in-charge, which will be binding on the contractor.

### **2. SITE INFORMATION**

- 2.1 The Project site is situated **at Sotia, ASTC, Assam.**
- 2.2 The intending tenderer shall be deemed to have visited the site and familiarized themselves with site conditions before submitting their tenders at their own cost and responsibility.

### **3. SCOPE OF WORK**

- 3.1 The scope of work shall include inter-alia, the carrying out of any / all works, and providing any and all facilities, as required, for completing all the works as per terms and conditions of contract documents.
- 3.2 No materials shall be supplied by the Department. Tenderer will have to procure all materials, Labour, T&P and any other arrangements for proper execution of the work and to be of the best quality and workmanship in all respect as per relevant I.S. code of practices and A.P.W.D. general specification. The brands of the materials to be used by the contractor are to be approved by the Managing Director, ASTC paltanbazar, Guwahati-8 Assam.
- 3.3 No. brick bats should be used in the floor soling.

### **4. CEMENT**

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

4.3 The cement store shall be open for supervision and verification by the Engineer-in-charge or his authorized representatives at any time when he feels the need to do so along with the Contractor's representatives.

## **5. REINFORCEMENT BARS**

5.1 Reinforcement bars to be used should be in conformity with relevant IS Code of practice. Steel reinforcement required for the work shall be procured from manufacturer or their authorized dealer directly to ensure proper quality of steel. Steel manufactured by SAIL / TATA can only be used. TMT steel bars of Grade Fe500 N/mm<sup>2</sup> (Super ductile) are to be used in case of building construction.

## **6. TIME SCHEDULE**

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

6.2 There will be no time extension beyond the completion period.

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

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

## **8. ALONG WITH TENDER**

### **a) Time Schedule**

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

### **b) Scheduling and Monitoring System**

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

## **9. AFTER THE AWARD OF CONTRACT**

### **a) Overall Project Schedule**

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

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

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

### **c) Progress Measurement Methodology**

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

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

## **10. PROJECT REVIEW MEETINGS**

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

### **A. Monthly Review Meeting:**

Level of Participation:

Managing Director, ASTC and  
Contractor or his authorized representatives.

**Agenda:**

- a. Progress status/statistics.
- b. Completion outlook.
- c. Major Hold Ups/Slippages.
- d. Assistance Required.
- e. Critical Issues
- f. Depts. Query/Approval.
- g. Progress Updating.

**Venue:** - O/o the Managing Director, ASTC, Paltanbazar,Guwahati.

**10.1 PROGRESS REPORTS**

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

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

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

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

**12. Deleted.**

**13. PRICE ESCALATION/ADJUSTMENT**

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

**14. MEASUREMENT OF WORK**

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

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

**15. TERMS OF PAYMENT**

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

15.1 The interim payment is not guaranteed.

**16. INCOME TAX**

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

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

Without prejudice to stipulations in general conditions of contract, the tenderer should quote prices inclusive of all taxes, duties, sales tax including GST on works contract and other levies. All taxes and levies, cess etc. shall be deducted as per existing Govt. rules.

**18. LABOUR:**

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

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such other information as the Engineer may require.

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

**19. COMPLIANCE WITH LABOUR REGULATIONS;**

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

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



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

- a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment
- b) Payment of Gratuity Act 1972: - Gratuity payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: - The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - i) Pension or family pension on retirement or death, as the case may be.
  - ii) Deposit linked insurance on the death in harness of the worker.
  - iii) Payment of P.F. accumulation on retirement/death, etc.
- d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour Regulation and Abolition Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contact labour.
- f) Minimum wages Act 1948: - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work nature to Male and Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1956: -The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20% of wages to employees drawing Rs 3500/- or less. The bonus to be paid to employees getting Rs 2500/- per month or above up to Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments .The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act: - The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment
- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50) .The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment, which employs 5, or more inter state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment

situated in another state). The Inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back etc.

- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Ct 1996 and the Cess Act of 1996: - All the Establishments who carry on any building or other construction work employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction works and other welfare measures, such as Canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is able to premises employing 10 persons or more with aid of power or 20 or more persons without aid of power engaged in manufacturing process.

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

The procedure for arbitration will be as follows:

### **20.1**

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

## **21. JURISDICTION**

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

## **22. STATUTORY APPROVALS**

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

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

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

### **23. STANDARDS.**

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

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

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

### **24. WATER AND POWER**

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

### **25. LAND FOR RESIDENTIAL ACCOMODATION**

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

### **26. RECRUITMENT OF PERSONNEL**

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

### **27. UTILISATION OF LOCAL RESOURCES**

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

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

### **28. CO-ORDINATION WITH OTHER AGENCIES**

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

### **29. URGENCY OF WORK**

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

### **30. REPORT OF ACCIDENTS**

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

## ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

1. In order to ensure submission of the work programmed and approval of the same by the department before commencement of the work the following target dates are fixed for the related activities for compliance by all concerned:
  - A) The contractor after receiving the Letter of Acceptance shall furnish the work programme in CPM / PERT to the Engineer-in-charge, ASTC **within 7 (seven) days** from the date of issue of the Letter of Acceptance.
  - B) The Engineer-in-charge, ASTC in turn shall forward the same after necessary scrutiny to the Chief Engineer (Civil), ASTC for onward transmission to the Managing Director, ASTC **within 10(ten) days** from the date of issue of Letter of Acceptance. The work programme should be based upon **MS-Project**.
2. The record of quality control test carried out in conformity with the technical specification relevant IS codes practice and authenticated by the ASTC shall be submitted to Managing Director, ASTC with every works bill and secured advance bill. Managing Director, ASTC will forward no bill without these test records.
3. The contractor after receiving the letter of acceptance shall furnish 3(three) Xerox copies of the contract agreement including the qualification criteria and other related papers forming the contract, as directed by the Department.
4. Deleted.
5. All testing for Building & Other Materials must be carried from either of the following Laboratories/ Institutions:
  - a. I.I.T Guwahati
  - b. Engineering Colleges of Govt. of Assam
  - c. Engineering Institutes of Govt. of Assam

The sample from which the testing has to be conducted shall be decided by the Managing Director, ASTC.

6. **The Contractor shall setup a field laboratory with all quality control test testing equipments at his own cost.**

The following quality control equipments for field laboratory are to be kept at site for quality control tests.

**A) For Earthwork :-**

- i) Moisture Meter with chemicals
- ii) Apparatus for measuring Dry density by sand replacement method
- iii) Apparatus for measuring Dry density by core cutter method
- iv) Oven, electrically operated and thermostatically controlled upto 200°C & 300°C (sensitivity 1°C)
- v) Electronic balance of 200gm capacity 0.01gm accuracy.
- vi) Madras Sand

**B) For G.S.B., RCC and brick work :-**

- i) Electronic balance of 10kg capacity of accuracy 0.5gm.
- ii) Electronic balance of 5kg capacity of accuracy 0.01gm.
- iii) Cube testing Machine
- iv) Brick testing apparatus
- v) Standard set of 1.5 sives, lid and Pan :-
  - a) 450mm dia for coarse aggregate, 63mm, 53mm, 37.5mm, 26.50mm, 13.20mm, 9.50mm, 6.7mm and 4.75mm.
  - b) 200mm dia for fine aggregates :-  
2.36mm, 2.0mm, 1.18mm, 600 micron, 425 micron, 300 micron, 150 micron, 75 micron.
- vi) Flakiness and Elongation test gauge as per IS:2386 Part-1
- vii) Water Adsorption Test apparatus as per IS:2386 Part-5
- viii) Aggregate Impact value test apparatus as per IS:2386 Part-4
- ix) Penetration test apparatus
- x) Softening point test apparatus
- xi) Apparatus for determining solubility in trichloroethylene test

- xii) Glassware, graduated cylinder, spatula, scoops, steel scales, measuring tapes, enameled trays, filter paper, 4mm thick glass, glass marking pencils, heat resistant hard gloves.
  - xiii) Mechanical sieve shaker
  - xiv) Riffle boxes for sampling of coarse and fine aggregator.
7. The Bidder must submit an undertaking from the company/Manufacturer/ Dealer as specified in the BOQ of the bidding document in respect of supply & Application of plasticizer and related products.
  8. Only TMT SD reinforcing bars from primary producers as specified are to be used in the work. The same must be approved by the Engineer-in Charge concerned.
  9. As per State Govt. circular No.CRD.119/2003/5, dtd. 21-09-04. The Bid price to be rounded off at grand total amount arrived at after multiplication and summing up from detailed item wise rate and quantities to the nearest rupee by ignoring paise below fifty and to next rupee for amount with fifty paise or more. The ranking in the financial bid/comparative statement shall be based upon the rounded bid price.
  10. The Contractor would provide an adequate site office along with required furniture (**table chair, almira etc of Godrej Make**), electricity, electrical fittings, drinking water facility, toilet, quality control equipment with consumable items, computer with related accessories and peripherals of **reputed branded manufacturer** along with office stationeries etc for the use of the departmental field officers/staff deputed for the inspection and supervision of the work or as directed by the Engineer-in-Charge from the date of commencement till the date of completion of the work. The cost of these facilities shall be inclusive in Bid value offered/ accepted. No any extra claim shall be admissible for these facilities.
  11. No work beyond the scope of the sanctioned estimate leading either to increase in the scope of the work or change in specifications should be undertaken without obtaining prior written approval from the competent authority
  12. The work shall be executed as per Tender specifications, IS codes of practice with amendments from time to time.
  13. Video and Still Photography of the work before and after execution of the work should be invariably done and records sent to the Managing Director, Assam State Transport Corporation.
  14. Before actual execution, the borrow area for selected earth shall be exactly identified and got inspected and approved from a competent officer of the Department.
  15. All taxes & levies, cess etc shall be deducted as per Govt. rules in addition to directives contain in Govt letter No. ADT.326/2009/43, dt.07.12.2009.
  16. Each and every page constituting the bid submitted shall be signed /self attested by the authorized representative of the bidder before submitting online, failing which the bid will be summarily rejected.
  17. Sale tax, Forest Royalty including other charges levied by the Forest Department on forest products including any other taxes as applicable is to be paid by the contractor. The department shall deduct the amount of AGST, FR & ST and any taxes from the contractor's bill if the contractor fails to produce the valid certificates from the concerned departments.
  18. As per State Govt. circular No.CRD.119/2003/5 dtd.21-09-04, the bid price to be rounded off at Grand Total amount arrived at after multiplication and summing up from detailed item wise rate and quantities to the nearest rupee by ignoring paise below fifty and to next rupee for amount with fifty paise or more. The ranking in the financial bid /comparative statement shall be based upon the rounded bid price.
  - 19: The following provision should also be the Criteria of the execution of the work:
    - A) There cannot be any supplementary items.
    - B) There will be no time extension.
    - C) Nonpayment of Running bill should not be the criteria for slow progress of work
    - D) If the bidders make mistake in filling and submitting the online bidding documents the bid will be considered as non-responsive.
    - E) For retrofitting works, tie up agreement with Choksey/ Fosroc company including a guarantee for 5(five) years against work done by the company shall have to be enclosed with the bidding document.
    - F) Defaulting contractors will be considered as technically non-responsive.

20. All machineries as per tender should be brought to the site within 30 days from the date of issue of Notice to proceed with the work.
21. RMC (Ready Mix Concrete) will be verified by the department before signing of the agreement.
22. Final selection of materials of all works will be done by the department and Contractor will have to use the materials accordingly.
23. The contractor must have a adequate site camp (site office) with site laboratory, quality control equipment etc to be performed as incorporated in the bidding document.
24. It is mandatory that the contractor must erect effective barrier around the project site for prevention of all type of pollution at their own cost.
25. It is mandatory that the contractor must provide safety gears for all workers at their own cost.
26. The top of brick wall below beam bottom should be filled up with bonding agent as specified at site.
27. The bidders shall quote rate event if the quantity is recorded 0.00 (Zero).
28. Pile integrity test should be carried out at the Contractor's cost & the report to be submitted along with the bill for the work.
29. No brick bats (broken bricks) should be use in floor soling
30. The disposal of the surplus excavated earth work and debris shall be at the contractor own cost and location beyond project site.
31. If required, the contractor shall engage Green Building Consultant at their own cost for obtaining 5 star GRIHA RATING ends a tie-up agreement in Non judicial stamp paper of Rs. 100.00 is to be submitted with the tender
32. The travelling expenses including fooding & lodging of the consultants of TERI/GRIHA shall be born by the contractor and no reimbursement shall be made.
33. Deleted
34. Income tax, Labour Cess, GST (as applicable)will be deducted from each bill of the Contractor as per Prevailing rate.
35. Security Deposit (SD)/Retention money @10% of Tender Value less the amount of Performance Security already deposited will be deducted from each bill of the Contractor.
36. (a) On award of a work, the Contractor is required to apply to the Managing Director, ASTC stating clearly the name & address of D.F.O. concern with quantity of Stone, Sand, Boulder, Gravel for requesting Forest Department to issue necessary Forest Permit to obtain the said materials and thereafter the Managing Director, ASTC in turn will request the D.F.O. concern to issue necessary Forest Permit to allow for collection and transportation of Stone, Sand, Timber on payment of Forest Royalty, Income Tax and Assam GST on F.R. to the D.F.O concern.  
 (b) The Contractor may also apply through the Managing Director, ASTC for grant of "Mining Permit" by Forest Department for required quantity of minor minerals i.e. stone,sand, Boulder, Gravel as specified in the sanctioned estimate for extraction & removal of minor minerals as per provision of Assam Minor Minerals Concession Rule, 2013. Contractor shall have to submit royalty paid Challan/Vouchers duly signed by the competent authority of Forest Department, Assam to the Department/ Managing Director, ASTC at the time of submission / preparation of bills.  
 (c) The Contractor shall submit, copy of all Challan /Lieu Challan/T.P/Transit Challan regarding obtaining stone, sand,Boulder,Gravel, Timber from the Forest Department/Mining Lessee/ Mahaldar and Vouchers/ Money Receipt regarding obtaining stone, sand ,timber from open market to the Department / Managing Director, ASTC before the submission /preparation of bills for payment. In case of obtaining stone, sand, timber from open market, the contractor has to disclose the source of open market.
37. Pursuant to the Finance (Budget) Deptt. Govt. of Assam's office Memorandum No BB.56/2000/1 dated 17<sup>th</sup> June/2000,(copy enclosed) the Managing Director, ASTC will intimate the concerned D.F.O. regarding the quantity of stone, sand, timber utilized in the work based on sanctioned estimate as per Proforma -I (enclosed) along with the documents (Challan/ Lieu Challan/ T.P/Transit Challan / Vouchers/ Money Receipt) furnished by the Contractor/ Supplier of such materials for obtaining stone, sand, timber either from Forest Department / Mining Lessee/Mahaldar or from open market to enable the Divisional Forest Officer (DFO) to verify the source and payment of dues. After scrutiny and verification of the Supplied documents, the DFO will intimate the outcome to the Managing Director,

ASTC, in Proforma-II (enclosed) within a period of 15(fifteen) days from the date of issue of Proforma-I. The bill for construction work will be passed and paid by Managing Director, ASTC only after receipt of the certificate in Proforma-II mentioned above from the concerned DFO. In case, where such certificates in Proforma-II are not received within time, the bills may be passed only after deduction of amount due as forest royalty (F.R) with required Income tax on Forest Royalty and GST on F.R. The forest royalty, income tax and Assam GST on F.R. will be deducted as per prevailing rate i.e tax levied by the Govt time to time.

39. In case of deduction of Forest Royalty for obtaining of Earth from Govt. land the procedure mentioned at para-3 & 4 will hold good.
40. Contractors should furnish colored photographs at least 3 nos. per building or less showing works before/during /after execution at their own cost along with each bill submitted by them.



**PROFORMA-I**

No.

Date:-

To

The Divisional Forest Office

.....

Sub: - Certificate towards payment of Forest royalty and genuineness of Boulder/gravel/stone/sand,timber used in Govt. Construction.

Sir,

Minor minerals/Forest produces as described below have been utilized in the following Govt. construction. Kindly furnish the required certificate regarding the genuineness and payment of Forest Royalty of the forest produces so procured.

1. Name and type of the work :-

2. Name of the Contractor/Supplier :-

3. Quantity of Forest produces used / Supplied

Type of Forest produce	Quantity
:-	

4. Amount paid towards Royalty :-  
(photo copy of the documents Showing the payment enclosed)

5. Details of permit,Lieuchallan,Vouchers, T.P. Challan, money receipt use for transportation of the Forest produces(Enclosed in original)

Document No & Date	Type of produce	Quantity
--------------------	-----------------	----------

(Copy enclosed)

The required certificate may kindly be furnished within the stipulated period of 15(fifteen) days from the date of issue of this letter to enable undersigned to take a decision on payment of bills(s) submitted by the Contractor/Supplier

Managing Director  
ASTC, Paltanbazar, Guwahati-08

.....

**PROFORMA-II**

To

Managing Director  
ASTC, Paltanbazar, Guwahati-08

Sub :- Certificate towards payment of Forest royalty and genuineness of Boulder/Stone/Gravel/Sand/Timber used in Govt.construction.

Ref :-

Sir,

With reference to the above, I would like to furnish the following information as sought for.

1	Name and type of the work					
2	Name of Contractor/Supplier					
3	Total royalty assessed for the materials utilized as reported vide letter cited under reference	Sl. No	Challan No. & Date	Type of material	Quantity	Royalty
4	Quantity of materials used/supplied for genuine document.	Type of produce			Quantity	Royalty
		1.				
		2.				
5	Amount already paid by the contractor/supplier as per forest record (cash book item nos to be mentioned)	Item No& date				Amount realized
6	Balance amount to be realized from the bill of the contractor/supplier					

- a. The GST on F.R Rs. .... realized vide Treasury Challan No. .... Dated ..... against quantity .....
- b. The Income Tax on F.R Rs. .... realized vide Sl. No. .... Dated ..... against quantity...

The Original Documents sent vide your letter under reference are returned herewith.

Divisional Forest Officer

.....

**SECTION: 4**

**CONTRACT DATA**

**CONTRACT DATA**

		Clause Reference With respect To section 3
<b>Items marked “N/A” do not apply in this contract</b>		
1.	The Employer is the <b>Managing Director, ASTC, Paltanbazar, Guwahati-08</b>	[Cl.1.1]
	Name of authorized Representative (Will be intimated later)	
2.	The Managing Director , ASTC, Paltanbazar, Guwahati-08	
3.	The Dispute Review Expert appointed by the Employer is: *Name: To be notified * Address: -----	[Cl.1.1]
4.	The Defects Liability Period is 365 days from the date of completion.	[Cl.1.1&3]
5.	The Start date shall be <b>7 Days</b> from the date of issue of the Notice to proceed with the work.	[Cl.1.1]
6.	The Intended Completion Date for the whole of the works is <b>24 (twenty four) months</b> from stipulated date of start of work with the following milestones:	[Cl.1.1, 17&28]
7.	<b>Milestone dates:</b>	[Cl.2.2 &
	Physical Works to be completed	Period from the start date Cl. 9.1]
	Milestone 1 – 15%	6 (six) months
	Milestone 2 – 40%	12 (twelve) months
	Milestone 3 – 75%	18 (eighteen) months
	Milestone 4 – 100%	24 (twenty four) months
8.	The Site is located at <b>Sotia, Assam.</b>	[Cl.1.1]
9.	The name and identification number of the Contract is: <b>“Construction of Bus Terminal at Sotia, ASTC Station, 2019-20”</b>	[Cl.1.1]
10.	The works consist of the following:	[Cl.1.1]
	(A) Building Works: As per B.O.Q. enclosed with the Bidding Document.	
	(C) Other Items Any other items as required for fulfilling all contractual obligations as per the Bid documents.	[Cl.1.1]
11.	The law which applies to the Contract is the law of Union of India & Govt. of Assam.	[Cl.3.1]
12.	The languages of the Contract documents is English	[Cl.3.1]
13.	Limit of subcontracting is <b>10%</b> of the Initial Contract Price	[Cl.7.1]
14.	The Schedule of Key Personnel: <u>As per Appendix.-II to Section I</u>	[Cl.9]
15.	The minimum insurance cover for physical property, injury and death is Rs.5 Lakh	[Cl.13]

	per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.		
16.	Site investigation report		[Cl.14]
17.	The Site Possession Dates shall be <b>within 7 (seven) days from the date of Notice to proceed with the work.</b>		[Cl.21]
18.	Fees and types of reimbursable expenses to be paid to the Dispute Review Board are @ Rs. _____ /day / member. (To be fixed with mutually )		[Cl.25]
19.	Appointing Authority for <b>the Dispute Review Expert is the Employer and the Contractor.</b>		[Cl.26]
20.	The period for submission of the work programme for approval of Engineer shall be <b>21 days</b> from the issue of Letter of acceptance.		[Cl.27.1]
21.	The period between programme updates shall be <b>30</b> days.		[Cl.27.3]
22.	Deleted		
23.	<p>The following events shall also be Compensation Events: Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.</p> <p>(i) Removal of Underground utilities detected subsequently. (ii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor. (iii) Presence of historical, archeological or religious structures, monuments interfering with the works (iv) Restriction of access to ground imposed by civil, judicial, or military authority.</p>		[Cl.44]
24.	The currency of the Contract is <b>Indian Rupees.</b>		[Cl.46]
25.	Deleted.		[Cl.47]
26.	The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price.		[Cl.48]
27.	Amount of liquidated damages for delay in completion of works	<p>i) Milestone 1 → <b>Rs. 6,900.00 per day.</b>  ii) Milestone 2 → <b>Rs. 18,300.00 per day.</b>  iii) Milestone 3 → <b>Rs. 34,500.00 per day.</b>  iv) Milestone 4 → <b>Rs. 45,750.00 per day</b></p>	[Cl.49]
28.	Maximum limit of liquidated damages for delay in completion of work.	10 % (per cent) of the Initial Contract Price rounded off to the nearest thousand.	[Cl.49]
29.	Deleted.		[Cl.50]
30.	Deleted.		[Cl.50]
31.	The amounts of the advance payment are:		[Cl.51 & 52]
	<b>Nature of Advance</b>	<b>Amount (Rs.)</b>	<b>Conditions to be fulfilled</b>
i	Mobilisation Advance	Deleted	Deleted
ii.	Equipment	Deleted	Deleted.
iii.	Secured advance for	75% of Invoice value.	a) The materials are in-accordance with the specification for Works;

	non-perishable materials brought to site)		<p>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.;</p> <p>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;</p> <p>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;</p> <p>e) Ownership such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and</p> <p>f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.</p>	
32.	Deleted.			
33.	Repayment of secured advance; The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid pursuant to Clause 51.4 of G.C.C.] have been incorporated into the Works.			[Cl.51.4]
34.	The Securities shall be for following minimum amounts equivalent as a percentage of the Contract Price. Performance Security for <b>5% (five percent)</b> of contract price plus Rs. .... (to be decided after evaluation of the bid) as additional security in terms of ITB clause 29.5. The standard form of Performance Security acceptable to the Employer shall be an <u>unconditional</u> Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.			[Cl.52]
35.	The Schedule of Operating and Maintenance Manuals At the time of Installation			[Cl.58]
36.	The date by which " <b>as-built</b> " drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.			[Cl.58]
37.	The amount to be withheld for failing to supply "as-built" drawings by the date required is 0.01% of the cost of the facility.			[Cl.58]
38.	The following events shall also be fundamental breach of contract: "The Contractor has contravened Sub-clause 7.1 and Clause-9 of GCC."			[Cl.59.2]
39.	The percentage to apply to the value of the work not completed representing the			[Cl.3, 60]

Employer's additional cost for completing the Works shall be 20 percent.	
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**SECTION: 5**

**TECHNICAL SPECIFICATION**



## TECHNICAL SPECIFICATIONS

2. The Technical Specification as stated in APWD Schedule of Rates for Buildings (Civil works) for 2013-14 and as per I.S Code of Practice and A.P.W.D General Specification's current in State will be followed.
3. The Technical Specification as stated in APWD Schedule of Rates for Buildings (Sanitary & Water supply works) for 2013-14 and as per I.S Code of Practice and A.P.W.D General Specification's current in State will be followed.
4. The Technical Specification as stated in APWD Schedule of Rates for Buildings (Electrical works) for 2013-14 and latest relevant I.S. Codes will be followed.
5. The Technical Specification as stated in APWD General Specification of Buildings & Electrical works for 2013-14 will be followed.

### General

All the materials to be used in construction work, equipments and fixtures to be supplied shall be approved by the Chief Engineer (Civil), ASTC; Engineer-in-charge, ASTC or his authorized representative before utilization in the work.

Specification for all items of works should be as per approved Bill of Quantities for the work.

- **Following points are to be noted by the contractor while submission of Bid.**

- a) No brickbats should be used in floor soling.
- b) Contractor must have site camp with site laboratory facilities for quality control.
- c) Running bill payment should not be the criteria for non-continuation of work.

- **Following provision should also be the Criteria of the execution of the work:**

- a) There cannot be any supplementary items without prior approval.
- b) There will be no time extension.
- c) The registration of the defaulting contractor will be withheld.
- d) Nonpayment of Running bill should not be the criteria for slow progress of work
- e) If the bidders make mistake in filling and submitting the online bidding documents the bid will be considered as non-responsive.
- f) For retrofitting works, tie up agreement with Choksey/ Fosroc company including a guarantee for 5(five) years against work done by the company shall have to be enclosed with the bidding document.
- g) Defaulting contractors will be considered as technically non-responsive.
- h) Non compliance of use of approved construction materials will invite immediate rescinding of the contract.
- i) All construction materials both Civil and Electrical shall have to be as per approved list of materials & approved list of materials shall be a part of the Bid Document.
- j) Technical bids must be submitted in **compact hard binding** form.

**MATERIALS OF FOLLOWING MANUFACTURERS OR BRAND ARE TO BE USED IN THE WORK.**

***(TENDERERS MUST QUOTE THEIR RATES ACCORDINGLY)***

Cement	:	A.C.C. / ULTRATECH/ Lafarge / Ambuja.
Reinforcement Steel	:	TMT steel (Fe-500) of TATA / SAIL make
Water Proofing Chemicals (Concrete / Mortar Admixtures).	:	Sika India Pvt. Ltd./ Choksey Chemicals Pvt. Ltd./ Cico Technologies Ltd./ Reliance Industries Ltd./ Insultech.
A.C.P. (Aluminum Composite Panel)	:	Alstrong/ Aludecor or similar equivalent
Anti-termite treatment	:	Tricel/ Biflex
Commercial ply	:	Phenol Formaldehyde resin bonded ply (water-proof and termite-proof) of Kitply / Century plywood / Green ply / Archid ply / Alishan plywood and veneer Ltd.
35mm thick flush door shutter	:	Phenol Formaldehyde resin bonded ply (water-proof and termite-proof) of Alishan / Kitply/ Greenply / Archid/ Century Ply boards (I) Ltd./ Santro
Texture Paint	:	Heritage / Spectrum / Berger
Synthetic Enamel Paint	:	Berger paint/ICI/Asian Paints/Nerolac
Cement base paint	:	Snowchem or equivalent
Antifungal Wall paint	:	Asian Paints/ ICI/ Berger or equivalent.
Plaster of paris	:	Materials are to be of approved quality.
Adhesive (for timber work)	:	Pidilite / Bal Endura.
Locks with Security latch.	:	Godrej/ Hettich
Hinges/Door handles.	:	Best quality as approved by E.I.C./ Architect.
Glass	:	Pilkington/ Modifloat / Saint Gobain. Wherever required etching / beveling should be done with machine finish and edge polish.
Marble / Kota stone/ Granite / Slate / Sandstone	:	Best quality approved by the Engineer-in-Charge / Architect.
Wall putty	:	Birla wall care.
Aluminium works	:	Hindalco / Jindal
uPVC windows	:	Fenesta/ Winsta Kommerling
Paver block	:	Gems Concrete / Euro floor, Multiwyn, Stylish Interlocking Paver (Pvt. Ltd.) / Wondercrete
Fire door	:	Promat
Friction Hinge for window	:	Brand approved by Engineer-in-Charge
Roofing	:	Pre painted galvanized Iron sheet roofing (PPGI) of Tata Blue scope/ Dyna roof.
AAC Bricks	:	Brick-O-Lite / Superlite / other approved.

## LIST OF APPROVED BRAND OF ELECTRICAL MATERIALS

SL. NO.	ITEM	BRAND
1	Video Conferencing System	Polycom , Tandberg, Sony
2	Quad BRI module for Video conferencing unit	Polycom , Tandberg , Sony
3	Plasma / LCD / LCD-LED Display Panel / TV	Panasonic / Sony/ Samsung/Bose Video Wave
4	LCD / DLP/ LED Projector	Christie/ Sony / NEC / EPSON
5	Audio / Video/ Computer signal processing equipment - Switcher , Distribution amplifier , Scaler	Kramer / Extron /Bose
6	Manual Pull down / Motorized Projection Screen	Liberty / Draper
7	Motorized ceiling Lift	Liberty / Draper
8	Projector Mount	Anson/ Draper / Liberty
9	Low noise shielded Video signal cable	Kramer / Extron/ Bose/ Gotham/ Klotz
10	VGA to HDMI converter / scaler	Kramer / Extron /Bose
11	Table Pop up box with VGA /HDMI/ RJ 45 / Power / Audio	Kamer / Extron/ Magnum/ Bose
12	VGA , BNC , RCA connector	Kramer / Neutrik /Bose
13	Pan / Tilt / Zoom - Dome / Robotic camera	Sony / Samsung
14	Digital Twisted pair Audio / Video encoder transmitter / receiver	Kramer / Extron
15	Digital Video Recorder	Samsung/ Bosch / Sony
16	Professional grade CD/ DVD player	Tascam/ Sony/ Panasonic
17	Low noise composite video cable	Kramer / Extron/Gotham/ Klotz /Bose
18	Digital Interactive Pen display	Wacom -Japan/ Qomo
19	Document Camera	Qomo / Lumens
20	Wall plates with VGA / HDMI / Analog Audio	Kamer / Extron/ Magnum
21	Skew free data cables	Kramer / Extron
22	Wired/ Wireless touch screen control system pack for controlling Audio, Video,Lighting & other electrical equipment	Crestron/ AMX
23	Video Wall & video wall processor	Vtron / Christie
24	In Ceiling / In Wall Speaker	JBL / Bose /Tanoy / Funktion
25	Speaker for PA system	JBL / Bose /Tanoy / Funktion
26	Professional Audio Amplifier / Mixer amlifier	Crown / Bose / Bittner / QSC/ Ohm/ Lab-Gruppen
27	Table embedded Microphone	Crown/ AKG/ Sennheiser / Shure
28	Boundary Layer Microphone	Crown/ AKG/ Sennheiser / Shure
29	Dynamic Microphones for Vocal / Musical instrument	Crown/ AKG/ Sennheiser / Shure
30	UHF cordless Microphone - Handheld/ Lapel /Headworn	Crown/ AKG/ Sennheiser / Shure

31	Digital Programmable audio processor with Mic, Line input, Auto echo cancellation, auto adjustable noise threshold	Biamp-USA / Bose / BSS -London
32	Analog Audio mixer with pahatom power	Bose/ AKG/ Crown/ Soundcraft / Allen heath
33	Automatic Feedback suppressor with programmable Fixed & Live filters	dbx/ Bose/ Shure
34	Automatic audio mixer with AGC, Compressor, Phantom power, Gain adjustment	AKG/ Biamp/ Shure/ Bose / Sound craft / Makie / Allen heath
35	Loudspeaker management processor	dbx/ Bose
36	Audio Conferencing system Wired/ Wireless	Bose/ AKG/ Bosch/ Shure / Sennheiser/ Beyerdynamic / Crown
37	Low noise two core speaker cable	Kramer/ Extron/ Klotz/ Gotham/Bose
38	Low noise two core audio signal cable	Kramer/ Extron/ Klotz/ Gotham / Bose
39	Professional grade patch cord for VGA / HDMI / Audio	Bandrdge / Kramer
40	Audio XLR / RCA / Phono/ BNC connector	Neutrik/ Amphenol
41	Equipment Rack	APW / Valrack
42	Online / Off Line UPS system	APC / Neumeric/ Orion
43	Servo controlled stabilizer	Vertex / Max
44	Dimmable Ballast - ( Analog, DALI, DSI ) for Crestron/ AMX control	Osram/ Philips / Tridonic -ATCO
45	Analog to DSI converter for Dimmable Ballast	Osram/ Philips / Tridonic -ATCO
46	ISI Marked casing 'n' capping	AKG/ PRECISION/ PRESTO PLAST/ POLYCAB /RICHA/ J PLAST/ PLAZA
47	FLUSH TYPE SWITCH	ANCHOR PENTA/GOLD MEDAL /KOLOR KANY.KOM/ HAVELLS
48	CEILING ROSE	ANCHOR/GOLD MEDAL /KOLOR KANY.KOM
49	2MM THICK / HEAVY RIGID PVC IS: 9537 PART - III CONDUIT	BERLIA/ AKG / PRECISION
50	MS CONDUIT	AKG /BEC/ SUPREME
51	G.I CONDUIT	AKG /TATA
52	METAL BOXES	18 S.W.G
53	PLAIN PENDENT HOLDER	ANCHOR PENTA PC CHERRY OR EQUIVALENT /GOLD MEDAL /KOLOR KANY.KOM/HAVELLS
54	BATTEN HOLDER	ANCHOR PENTA PC CHERRY OR EQUIVALENT /GOLD MEDAL /KOLOR KANY.KOM/HAVELLS
55	BUS BAR CHAMBER	HPL/ GECO
56	METAL CLAD SWITCH FUSE UNIT	HPL/ GECO / ANCHOR
57	SWITCH GEAR & PROTECTION	ABB, SCHNEIDER MG, LEGRAND, HAGER
58	MCB (CONFORM TO IS / IEC 60898-1:2002) / MCCB (CONFORM TO IS/IEC 60947-2) RCCB (CONFORM TO IS/IEC 12640 / 61008) RCBO	

59	B SERIES, MCB	SCHNEIDER MG, LEGRAND, HAGER, ABB, L&T
60	C SERIES, MCB	SCHNEIDER MG, LEGRAND, HAGER, ABB, L&T
61	D SERIES, MCB	SCHNEIDER MG, LEGRAND, HAGER, ABB, L&T
62	RCCB	SCHNEIDER MG, LEGRAND, HAGER, ABB, L&T
63	RCBO	SCHNEIDER MG, LEGRAND, HAGER, ABB, L&T
64	SURGE PROTECTION & OVER VOLTAGE PROTECTOR	SCHNEIDER MG, LEGRAND, HAGER, ABB, L&T
65	MCCB WITH THERMAL & MAGNETIC RELEASE, 25 KA 415V 50 HZ 3P MCCB	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
66	35/36 KA 415V 50 HZ 3P MCCB	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
67	50 KA 415V 50 HZ 3P MCCB	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
68	25 KA 415V 50 HZ 4P MCCB	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
69	35/36 KA 415V 50 HZ 4P MCCB	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
70	50 KA 415V 50 HZ 4P MCCB	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
71	36KA, 3P MCCB WITH MICROPROCESSOR RELEASE	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
72	50KA	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
73	3P MCCB WITH MICROPROCESSOR RELEASE	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
74	36KA	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
75	50KA	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
76	70KA	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
77	4P MCCB WITH MICROPROCESSOR RELEASE 36KA/ 50KA/ 70KA	SCHNEIDER, LEGRAND, SIEMENS, ABB, L&T, HAGER
78	CHANGE OVER	ABB, SCHNEIDER, LEGRAND, L&T
79	SWITCH DISCONNECTOR FUSE UNIT	ABB, SCHNEIDER, LEGRAND, L&T
80	READYMADE PANEL (BOX ONLY)	LEGRAND/ L&T/ ABB/ SCHNEIDER
81	SUPPLY ONE COMPOSITE CONTROL PANEL FOR UNMANNED OPERATION	CATERPILLER/ ABB/ SCHNEIDER/ JAKSON
82	CONTROL PANEL, MADE OF RUGGED, CORROSION-RESISTANT ENCLOSURES, MADE OF HOT-DIP GALVANIZED SHEET STEEL ACCORDING TO STANDARDS: ISO	ABB/SCHNEIDER/ L& T/ SIEMENS/ LEGRAND

1461, IEC 60439-1 AND IEC 60439-5  
FOR ENVIRONMENT CLASSED C1  
AND C2 TO, ISO 12944-2

83	SPECIAL OUT DOOR FEEDER PILLAR	ABB/SCHNEIDER/ L& T
84	ADVANCED LIGHTNING PROTECTION SYSTEM	ABB or equivalent
85	LUMINAIRES	PHILLIPS / WIPRO/ JAQUAR / CROMPTON GREAVES
86	LED INDOOR	PHILLIPS / WIPRO/ JAQUAR/ CROMPTON GREAVES
87	HIGH MAST	BAJAJ/VALMONT/ PHILIPS
88	SECURITY SEARCH LIGHT	SIGMA
89	LIGHT WITH POLE	K - LITE
90	FAN	USHA / CROMPTON
91	AIR CARTAIN	CROMPTON GREAVES/VEE-DEE
92	AIR CONDITION	CARRIER AIRCON/ VOLTAS/ DAIKIN/ MITSUBISHI
93	VOLTAGE STABILIZER	VERTEX/ INDO/ VENUS
94	U G CABLE (HT)	HAVELLS/ RPG/CCI/POLYCAB/ GLOSTER/ FINOLEX / NICCO
95	U G CABLE (LT)	HAVELLS/ RPG/CCI/POLYCAB/ GLOSTER/ FINOLEX / NICCO
96	CABLE GLAND,	COMET/ DOWELLS
97	TERMINAL,	COMET/ DOWELLS
98	TRAY,	LEGRAND/ AKG /STRUTFAST
99	FLOOR RACEWAY	MK/ LEGRAND
100	CABLE KITS	MS - SEAL/ RAYCHEM RPG
101	CABLE JUNCTION BOX	HENSEL/ BCH/ SINTEX
102	TRANSFORMER	RAYCHEM/KOTSONS/ DANISH/ NUCON / Kirloskar/ Crompton and UPTO 250 KVA LOCAL MAKE (AS PER CEA NORMS)
103	GALVANIZED POLE	BANSAL/SRP
104	OCTAGONAL POLE	BAJAJ/ PHILIPS/ VALMONT
105	GEYSER	RACOLD/Crompton/ JAQUAR
106	MOTOR PUMP SET	CROMPTON GREAVES/ CRI/ SIEMENS
107	DOL STARTER	CROMPTON GREAVES/ L& T / SIEMENS
108	SUBMERSIBLE PUMP SET	TEXMO / CROMPTON GREAVES/ CRI/ SIEMENS
109	DIESEL GENERATOR	CATERPILLAR, JACKSON
110	DECORATIVE BRACKET LIGHT.	PHILIPS, JAQUAR
111	PENDENT LIGHT.	PHILIPS, JAQUAR
112	CEILING FITTING LIGHT.	PHILIPS, JAQUAR
113	CHANDELIER FITTINGS.	JAQUAR
114	RISING MAIN	LEGRAND/L&T
115	AIR CIRCUIT BREAKER	ABB EMAX/L & T U POWER/ SIEMENS 3 WL/ SCHNEIDER MASTER PACT NW
116	MODULAR SWITCH	LEGRAND , SCHNEIDER

117	CABLE MANAGEMENT SYSTEM	RR EUBIQ / MK / SCHNEIDER/LEGRAND
118	EPABX	SIEMENS or equivalent
119	CCTV	SAMSUNG / HONEYWELL/PANASONIC
120	UPS	NUMERIC/ELNOVA / APC/ORION
121	MONITORS	1)PELCO 2)PHILIPS 3)SAMSUNG 4)NEC
122	DVR	1)HONEYWELL 2) SIEMENS 3) JONSON 4) PELCO
123	ACCESS CONTROL SYSTEM	1)HONEYWELL 2) SIEMENS 3)SCHNEIDER 4) JOHNSON CONTROL
124	POWER SUPPLY UNIT	1)EUROPLEX 2) SIEMENS 3)SEMCO4) JOHNSON
125	ADDRESSABLE FIRE ALARM & DETECTION SYSTEM	MORLEY / FIRELITE / APOLLO /HONEYWELL
126	CONVENTIONAL FIRE ALARM	AGNI/MORLEY/ APOLLO/NOTIFIER/SYSTEM SENSOR
127	LIFT	OTIS/ KONE/ MITSHUBISHI
128	INVERTER	SU-KAM/MICROTECH/LUMINOUS
129	BATTERY	EXIDE/ LUMINOUS
130	COMPACT SUB-STATION	SCHNEIDER / ABB / CROMPTON GREAVES
131	LAN WORK	DIGILINK/ FINOLEX/ LEGRAND
132	RACK FOR LAN WORKS	APW
133	AVR	ANDREW YULE
134	DEAD BODY CABINET	BLUE STAR
135	AUTOMATION	ABB/ PHILIPS/ SCHNEIDER/ PANASONIC/ HAVELS/ LEGRAND/ HAGER
136	APFC	SCHNEIDER/ L&T/ ABB/SIEMENS/ CROMPTON
137	SOLAR POWER	MNRE APPROVED MANUFACTURER.
138	CEILING FAN BOX	AKG or equivalent
139	HT PANEL	ABB/ SCHNEIDER/ CROMPTON/ SIEMENS
140	VCB	ABB/ SCHNEIDER/ CROMPTON/ SIEMENS
141	P.V.C. INSULATED SINGLE CORE UNSHEATHED INDUSTRIAL (MULTISTRAND) CABLE FR CONFORMING TO IS-694: 1990 WITH FLEXIBLE BRIGHT ANNEALED ELECTROLYTIC COPPER CONDUCTOR FOR VOLTAGE GRADE UP TO 1100 VOLTS	FINOLEX /RR KABEL /NICCO
142	P.V.C. INSULATED SINGLE CORE UNSHEATHED INDUSTRIAL FLEXIBLE CABLE CONFORMING TO IS-694: 1990 WITH FLEXIBLE BRIGHT ANNEALED COPPER CONDUCTOR FOR VOLTAGE GRADE UP TO 1100 VOLTS	FINOLEX /RR KABEL /NICCO
143	P.V.C. INSULATED SINGLE CORE UNSHEATHED INDUSTRIAL (MULTISTRAND) CABLE HFFR CONFORMING TO IS-694: 1990 WITH FLEXIBLE BRIGHT	FINOLEX /RR KABEL /NICCO

ANNEALED ELECTROLYTIC  
COPPER CONDUCTOR FOR  
VOLTAGE GRADE UP TO 1100  
VOLTS

- |     |                 |  |
|-----|-----------------|--|
| 144 | CONTRACTORS     | 1. ABB 2. SIEMENS 3. L& T 4. SCHNEIDER<br>5.CUTLER HAMMAR                    |
| 145 | RELAYS          | 1. ALSTOM 2. SIEMENS 3. L& T   |
| 146 | METERS          | 4. AVK-SEGC  |
| 147 | OVER LOAD RELAY | 1. CONNSERVE (MULTIFUNCTION METER FOR<br>CURRENT, VOLTAGE, POWER, P.F , KWH. |

AIR CONDITIONER MATERIALS

- |     |                                     |   |
|-----|-------------------------------------|---|
| 148 | G.I .SHEET                          | 1) SAI 2) TATA 3) JINDAL 4) BHUSAN                            |
| 149 | STRUCTURAL SECTION                  | 1) SAIL 2) TATA 3) ESSAR                                      |
| 150 | FRESH AIR LOUVER                    | 1) DYNACRAFT 2) CARRYAIRE 3) RAVISTAR                         |
| 151 | T.F. QUALITY EXPANDED<br>POLYSYRENE | 1) BEARDSSELL 2) TOSIBA                                       |
| 152 | ENERGY RECOVER VENTILATOR           | 1) DRI Rotor 2) EQV / TO BE APPROVED BY<br>THE EIC /ARCHITECT |
| 153 | AIR WASHER                          | 1) AMBASSADOR 2) ROOT COOLING<br>3) ZECO                      |
| 154 | REFRIGERANT PIPES                   | 1) VEDANTA 2) NIPPON TUBES 3) ZECO                            |
| 155 | FLEXIBLE COUPLING                   | 1) RESISTOFLEX 2) FENNAR 3) KANWAL                            |



## **SECTION: 6**

### **FORM OF BID**

#### **(Financial Bid-Volume II)**

**1. The Financial Bid should be uploaded online only strictly as per the format of BOQ uploaded at government e-procurement portal [www.assamtenders.gov.in](http://www.assamtenders.gov.in). No hard copy of Financial Bid is to be submitted.**

**2. The Financial Bid must not be filled/submitted by the bidders anywhere else except the BOQ.**

**FORM OF BID**

Description of the Works : **“Construction of Bus Terminal at Sotia, ASTC Station.2019-20”**

To

The Managing Director  
ASTC, Paltanbazar, Guwahati-08

We offer to Execute the Works describe above and remedy any defects therein in conformity with the conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for the sum(s) of

**Rs.** .....

**(Rupees**

.....  
..... ) only

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

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

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

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

We accept the appointment of \_\_\_\_\_ as the Dispute Review Expert.

**(OR)**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ /2010

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of \_\_\_\_\_ (in block capitals or typed)

-----  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

**SECTION:**

***BILL OF QUANTITIES***

**(Financial Bid)**

**1. The Financial Bid should be uploaded online only strictly as per the format of BOQ uploaded at government e-procurement portal [www.assamtenders.gov.in](http://www.assamtenders.gov.in). No hard copy of Financial Bid is to be submitted.**

**2. The Financial Bid must not be filled/submitted by the bidders anywhere else except the BOQ.**

**SECTION: 7**

**SECURITIES AND OTHER FORMS**

**BID SECURITY (BANK GUARANTEE)**

To

The Managing Director

ASTC,Paltanbazar,Guwahati-08

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

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

**SEALED** with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE CONDITIONS** of this obligation are:

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

**OR**

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

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

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

DATE:

SIGNATURE:

WITNESS:

SEAL:

[Signature, Name and Address]

- 
- \* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instruction to Bidders.
  - \* 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

**PERFORMANCE SECURITY (BANK GUARANTEE)**

To

The Managing Director

ASTC,Paltanbazar,Guwahati-08

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

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

Date \_\_\_\_\_

**GUARANTEE BOND FOR ANTI-TERMITE TREATMENT.**

This agreement made this .....day of two thousand ..... between M/S .....(herein after called the guarantor of the one part) and the Managing Director, ASTC (herein after called the Employer of the other Part).

Wherein this agreement is supplementary to the contract therein-after called the contract) dated ..... made between the guarantor of the one part and Employer on the other part, where by the contractor inter-alia, undertook the render the buildings and structures in the said contract recited, completely termite proof.

And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for ten years to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee, the guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites and in case of any other effect being found he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from the date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the department by some other contractor at the guarantor's cost and risk and in the letter case, the decision of the Engineer-in-charge as to the cost, recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the anti-termite treatment or commits breaches hereunder then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and/ or cost incurred by the Employer, decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the obligator..... and by .....for and on behalf of the ASTC on the day of .....Month and year first above written.

SIGNED SEALED AND DELIVERED BY (OBLIGATOR) IN THE PRESENCE OF

1. .
2. .

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To  
Managing Director, ASTC  
Paltanbazar, Guwahati-08

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

Gentlemen:

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

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

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

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

Yours Truly,

*Signature and Seal*

Name of Bank/ Financial Institution:

Address:

Date:

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



**INDENTURE FOR SECURED ADVANCES**

[FORM 31]

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

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

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

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

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

- 1) That the sum of Rupees \_\_\_\_\_ so advanced by the Employer to the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor 's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the employer against all claims to any materials in respect of which an advance has to be made to as aforesaid .
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may here after be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractors custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officers authorized by him. In the even of the said materials or any part there of being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable used and wear thereof the Contractor will forthwith replaced the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be any account be removed from the site of the said works with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall not be repayable in full when or before the Contractor receives payment from the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any terms and provisions of the said agreement or of these presents the total amount of the advance or

advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve per cent annum from the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise the reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.

- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees \_\_\_\_\_ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:
- (a) Seize and utilise the said materials or any part thereof in the completion of the said work on behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the Employer on demand.
  - (b) Remove and sell by public auction the seized materials or any part there or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
  - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

**LETTER OF ACCEPTANCE**

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

To

\_\_\_\_\_ [Name and address of the Contractor]

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

Dear Sirs,

This is to notify you that your bid dated \_\_\_\_\_ for execution of the  
“ \_\_\_\_\_ ”

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

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

You are hereby requested to furnish performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_, within 15 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability period i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Managing Director  
Assam State Transport Corporation.  
Paltanbazar, Guwahati-08

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

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

**NOTICE TO PROCEED WITH THE WORK**

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

To,

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

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite as stipulated in ITB Clause 34.1 and signing of the construction of " \_\_\_\_\_ " at a bid of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

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

Yours faithfully,

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

## AGREEMENT FORM

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

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, between the Managing Director,ASTC,Paltanbazar,Guwahati-8. [Hereinafter called "the Employer"] and \_\_\_\_\_ (name and address of contractor) hereinafter called "the contractor" of the other part. Whereas the Employer is desirous that the Contractor execute "\_\_\_\_\_" (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

NOW THIS AGREEMENT WITNESSETH as follows:

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

### 5. Time of Completion: 24(Twenty Four) Months

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

The common seal of was hereunto affixed in the presence of affixed in the presence of the employer and the Contractor.

Signed, Sealed and delivered by the Managing Director,ASTC,Paltanbazar,Guwahati-8, Assam and Contractor \_\_\_\_\_

In the presence of: \_\_\_\_\_

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

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

**UNDERTAKING**  
**(For validity of the Bid)**

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

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

Title of Officer

Name of Firm

**UNDERTAKING**

**(For cash investment)**

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

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

Title of Officer

Name of Firm

DATE



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

---

**BANK CERTIFICATE**

This is to certify that M/s \_\_\_\_\_ is a reputed company with good financial standing. If the contract for the work, namely \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... (Rupees ..... ) to meet their working capital requirements for executing the above during the contract period.

\_\_\_\_\_  
(Signature)

Name of the Bank  
Senior Bank manager  
Address of the Bank

**AFFIDAVIT**

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

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

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

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

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

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

\_\_\_\_\_  
Date

---

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

(Up to here section-8)

**SECTION: 8**

**DOCUMENTS TO BE FURNISHED.  
BY THE BIDDER**

## **DOCUMENTS COMPRISING THE BID**

The Bid to be submitted online by the Bidder as shall be in 2 (Two) parts comprising the followings:

- **PART-I shall be names as “TECHNICAL BID” and shall comprise:**
  - (i) Bid Security in form specified in SECTION-8
  - (ii) Qualification information and supporting documents as specified in SECTION-2.
  - (iii) Certificates, Undertakings, Affidavits as specified in SECTION-2.
  - (iv) Undertakings that the Bid shall remain valid for the period specified in Clause 15.1 of ITB.
  - (v) Undertakings that the Bidder will invest a minimum of 25% of the bid value for the work.
- **PART-II shall be named “FINANCIAL BID” and shall comprise:**
  - (i) Form of Bid as specified in SECTION-6.
  - (ii) Priced Bill of Quantities for Items specified in SECTION-7.

**Technical & Financial bid will be submitted on line.**

Hard copy of Technical Bid will be sealed and marked in accordance with the sealing and marking Clause 10 and signed at every page by the **Bidder or by the Power of Attorney holder.**

(Up to here section-9)

## **SECTION: 9**

### **DRAWINGS**

(All drawings can be seen in the office of the Managing Director, Assam State Transport Corporation during office hours. )