

TENDER DOCUMENT

Pilot Project for Integrated Land-use Planning and Water Resource Management

NIT No. GMDA/DEV/09/2016/11, Dated 02/ 01/2017

**GUWAHATI METROPOLITAN DEV. AUTHORITY
BHANGAGARH ::: GUWAHATI – 781005**



**OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

Website: www.gmda.co.in
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No. GMDA/DEV/09/2016/11

Dated : 02/01 /2017

SHORT NOTICE INVITING TENDER

Online Tender in TWO BIDS from CPWD/APWD registered Class-I or equivalent contractors are invited by the undersigned for the work “**Pilot Project for Integrated Land -use Planning and Water Resource Management**” for an estimated amount of Rs. **3,42,31,080.00 (Rupees Three Crore Forty Two Lakhs Thirty One Thousand Eighty)** only. Tender Document can only be seen and downloaded from the e-procurement portal <https://assamtenders.gov.in> and GMDA’s website www.gmda.co.in from 03.01.2017.

Sd/-
i/c Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati-781005



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NOTICE INVITING TENDERS

Tender Notice No. GMDA/DEV/09/2016/11, Dated : 02/01/2017

1. Sealed bids in **Two Envelope** system are invited by CEO, GMDA for and on behalf of the Guwahati Metropolitan Development Authority (GMDA), Guwahati, Assam, India from experienced bidders who have requisite knowledge, experience and financial capability for the work detailed below :

- | | | |
|---|---|---|
| a | Name of Work | Pilot Project for Integrated Land Use Planning and Water Resource Management |
| b | Value of Work | Rs. 3, 42,31,080.00 (Rupees Three Crore Forty Two Lakhs Thirty One Thousand Eighty) only. |
| c | Sale of Tender Document | Tender Document can only be downloaded from https://assamtenders.gov.in portal and GMDA's website www.gmda.co.in from 03 /01 /2017 to 16/01/2017. |
| d | Cost of Tender Document | Rs. 20,000.00 |
| e | Completion Period | 3 (Three) Months. |
| f | Earnest Money to be deposited | Rs. 6,84,622.00 |
| g | Receipt of bids | Up to 14.00 hour on 17/01/2017 |
| h | Date, Time & Venue of opening of Technical Bid. | At 15.00 hours on 17/01/2017 in the office of CEO, GMDA through portal. |
| i | Seek clarification end date | Up to 13.00 hour 12/01/2017 |

2. To qualify for the award of the contract, the bidder should fulfill the following qualification requirements in addition to the other qualification requirements given in tender documents:

Item No.	Qualification requirement	Minimum Value
a	Annual Financial Turnover in any of the last five financial years	Rs. 6.85 Crore
b	Contractor/Bidder should completed, as prime Contractor, at least one similar work higher in value to 50% of the estimated cost of work for which the bid is invited.	Rs. 1.72 Crore
c	Total Liquid Assets and Credit Facility	Rs. 0.69 Crore

(*) The minimum value of items at SI No. (a) & (c) above shall be considered at 2015-2016 Price Level. Weightage of 5 % per year over the previous years will be given on compounding basis.

3. Tender Documents can only be downloaded from <https://assamtenders.gov.in> portal and GMDA's website www.gmda.co.in from 03/01/2017 (18.00 hrs) to 16/01/2017 (18.00 hrs) and for tender document fee Rs. 20,000.00 only is to be deposited along with tender documents in the form of BANK DRAFT in favour of CEO, GMDA payable at GUWAHATI through portal only. Tender Documents shall not be sold directly in the office of CEO, GMDA and not be sent by Post/Courier.
4. The bids submitted by the bidders who do not meet the qualification requirements as required or whose Bids (both technical and Price) are not valid. Earnest Money of the tenders containing restricted validity of Bids is liable to be forfeited.
The bids not accompanied by Earnest Money Deposit shall be rejected.
5. Issue/download of Tender Documents to/by the bidder will not automatically mean that the bidder is qualified for the Award of the Contract. The bidders will be required to fulfill the Qualification Criteria given in the Tender Document before being considered eligible for the Award of Contract. No Condition/Deviation which is either additional or in modification of the tender conditions shall be included in the bid submitted by the bidder. If the bid contains any such conditions or deviations from the tender conditions, the bid will be rejected.
6. Bids duly completed in all respects along with the scanned copy of EMD, Bid cost shall be received through the portal as mentioned in clause 3. The original copy of the FDR./DD/B.G. should reach the office of CEO, GMDA before closing date. Bids shall be opened as per clause 1.(h) through the portal in the office of CEO, GMDA.
7. In case of any discrepancies, the provisions of this Tender Notice shall take precedence over all other bidding documents.
8. The Bidders are required to upload their tender in <https://assamtenders.gov.in> portal only. GMDA shall not be held responsible for the delay, if any, in the non-receipt of the same.
9. Bidders are required to go through the procedure as specified in <https://assamtenders.gov.in> portal to upload the Bid document.

10. GMDA does not bind itself to accept lowest or any other bid and reserves the right to reject lowest or any other bid or all the bids and accept any bid either in the whole or in part or split up the work between more than one bidder without assigning any reason whatsoever. The bidder shall be bound to execute the same at the quoted rates.
11. In case the date of opening of the tender as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time and venue.
12. Any Addendum/Corrigendum if required, will be uploaded in <https://assamtenders.gov.in> portal and GMDA's website www.gmda.co.in.

Sd/-

Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati-781 005

SECTION 2 Instructions to Bidders

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A. General

1. Scope of work :

1.1 Scope of Work includes execution/construction of Drain, Contour drain, Roads using pavers Block, Retaining Wall, Step Chutes, bamboo railing, Underground Water Reservoir, Bamboo Huts, Geo-grids, rain water harvesting, jungle clearance, development of pond, plantation of grass, creepers, shrubs, vetivers, Timber tree, bamboo, Neem tree, fruit tree, etc.

The objective of the work is to sustainable management of land and water resource of the hilly urban watershed (Garbhanga Watershed) located at the upstream of Games village of Guwahati city and to minimize the soil erosion, drainage congestion, water logging, landslide, water pollution and flooding of the adjacent areas.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract.

1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

1.4 The Bidder has to execute all works (i. e. construction, development and horticulture works etc) as per design and specification.

2. Source of Funds : Annual Plan

3. Eligible Bidders:

3.1 This Invitation for Bid is open to all bidders as defined in the Appendix to ITB. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent Practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification, information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of Construction/Manufacture/ Installation works performed of similar kind of works for each of the last five years.
- (c) Experience in works of a similar nature and size for the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;

- (d) Evidence of ownership of major items of construction equipment named in Clause 4 (i) of Appendix to ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4 (ii) of Appendix to ITB for the construction.
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) Evidence of access to line(s) of credit and availability of other financial resources/ facilities certified by banker (the certificate being not more than 3 months old.)
- (h) Authority to seek references from the Bidder's bankers;
- (i) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (j) Proposals for subcontracting the components of the Works for construction, Aggregating up to 38 percent of the Contract Price.
- (k) The proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Bids from joint venture are not allowed. However Sub-Contracting will be allowed as per clause 4.2(j) of the ITB but the percentage of work components of Sub-Contract will be considered up to 38%. In evaluation of qualification the credential of the sub contractor in similar nature of works will also be taken into account.

4.4 A. To qualify for award of the Contract, each bidder should have in the last five years:

Achieved in any one year a minimum financial turnover (in all cases of engineering construction works only) volume of construction work of at least the amount equal to the estimated cost of works for which bid has been invited. The turnover will be indexed at the rate of 5 percent for a year.

Satisfactorily completed, as prime Contractor, at least one similar work equal in value to half of the estimated cost of work for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.

4.4 B. (a) Each bidder must produce:

- (i) Current income-tax clearance certificate;
- (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and

(iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

(b) Each bidder must demonstrate:

(i) Availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;

(ii) Availability for construction this work of technical personnel as stated in the Appendix to ITB.

(iii) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB.

4.4. C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5. Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 A above.

4.6 Deleted

4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * M - B)$$

Where

A = Maximum value of engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 5 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = 2

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

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

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

- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for one work. Bidder who submits more than one Bid will cause 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 his Bid, and the Employer will, in no case, be responsible or liable for those costs.

7. Site Visit

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

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.

Section	Particulars
1.	Notice Inviting Bids
2.	Instructions to Bidders
3.	Qualification Information
4.	Conditions of Contract (Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
5.	Specifications
6.	Drawings
7.	Price Bid
8.	Form of Bid

8.2 One set of the bidding documents will be issued to the bidder against the payment.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, 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 at the Employer's address indicated in the Notice Inviting Bids. The Employer will respond to any request for clarification received earlier than 7 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.

10.2 Any addendum thus issued shall be a part of the bidding documents and will be uploaded in <https://assamtenders.gov.in> portal and GMDA's website www.gmda.co.in

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. Preparation of Bids

11. Language of Bid-

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

12. Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall be in two separate parts:
(refer Clause 8.1)

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

- I. Bid Security in the form specified in Clause 16.
- II. Qualification information, supporting documents as specified in Clause 4 of ITB.
- III. Certificates, Undertaking, Affidavits as specified in Section 2 & 3.
- IV. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB,
- V. Undertaking that the bid shall remain valid for the period specified in Clause 15.1
- VI. Acceptance / non acceptance of Dispute Review Expert proposed in Clause 36.
- VII. Payment Schedule.

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

- (i) Form of Bid as specified in Section 7

12.2. Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.

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

Section	Particulars
1.	Notice Inviting Bids
2.	Instructions to Bidders
3.	Qualification Information
4.	Conditions of Contract (Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
5.	Specifications
6.	Drawings
7.	Price Bid
8.	Form of Bid

13. Bid Prices

- 13.1. The Contract shall be for the whole works as described in Clause 1. 1 of ITB, based on the Price bid (Proposal sheet) submitted by the Bidder. The Contract price is the total cost of the project including the remuneration of the consultant as defined in the scope of work described in Sub-Clause 1.1
- 13.2. The Bidder shall quote rates **as per item** both in words and figure as per annexure enclosed in financial bid.
- 13.3. All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 13.4. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.
- 13.5 The total bid value accepted for the scheme will remain firm and binding without any variation and this amount will be taken as 100% in the payment schedule.

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 of 120(one twenty) days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non- responsive.
- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money. Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Bid Security

- 16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.
- 16.2 The Earnest Money shall, at the Bidder' option, be in the form of Demand Draft /Fixed Deposit Receipt/ or Bank Guarantee of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.

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

16.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15 of ITB.

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

16.6 The Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. Furnish the required Performance Security.

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

18.2 The Bid shall be 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 Clause 4.2 of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.

18.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

D. Submission of Bids

19. Uploading of Bids.

19.1 The Bidder shall upload their "Technical Bid" and "Price Bid" in separate folder as specified in the portal.

Technical Bid: To be opened on 17/01/2017 at office of CEO, GMDA
Price Bid: Not to be opened except with the approval of the Employer.
The contents of the Technical and Price Bids shall be as specified in clause 12.1 of ITB.

20. Deadline for Submission of Bids

20.1 Complete Bids (including Technical and Price) must be received by the Employer at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

No Bid will be received by Employer after the deadline of submission of Bid.

22. Modifications and Withdrawal of bids

22.1 Bidders may modify or withdraw their bids through on line as per provision of the portal.

22.2 Each Bidder's modification or withdrawal notice shall be prepared in accordance to Clause 18 & 19, by highlighting "MODIFICATION" or "WITHDRAWAL", as appropriate.

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

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

E. Bid Opening

23. Bid Opening

23.1 The Employer will open the bids received through portal at the time and date specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.2 The folder containing the technical bid shall be opened. The folder marked "cost of bidding document" will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.

23.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer as per provision of portal.

23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed through portal.

23.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within ten working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

23.6. The Employer shall inform the bidders, whose technical bids are found responsive, date, time and place of opening of financial bids as stated in the Appendix to ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.

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

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

24. Process to be Confidential

24.1. Information relating to the examination, clarification, evaluation, and

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

25. Clarification of Bids and Contacting the Employer

- 25.1. No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 25.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (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 Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., price bid (proposal sheet), technical specifications and drawings.
- 26.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3. If a "Financial Bid" not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

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

28. Deleted

29. Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.

29.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer' estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the price Bid, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer' estimate of the cost, the Employer may require the Bidder to produce detailed price analyses for routine maintenance. After evaluation, the Employer may require that the amount of the performance security set forth in Clause 32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

30. Deleted

F. Award of Contract

31. Award Criteria

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

- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
- ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

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

33. Notification of Award and Signing of Agreement.

33.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution and completion of the Works, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.

33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

33.4 .Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

34.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a **Performance Security of five percent of the Contract Price**, for the period of the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 of ITB and Clause 46 Part I of General Conditions of Contract and sign the contract.

34.2 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Employer, from a Scheduled commercial bank.

34.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money.

35. Advance payment of Security

35.1. The Employer will provide Mobilization Advance as provided in Part I General Conditions of Contract.

36. Dispute Review Experts : to be appointed by the employer in consultation with the bidder.

37. Corrupt or Fraudulent Practices

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

Appendix to ITB

(PRIME QUALIFICATION INFORMATION)

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions
to Bidders

Clause
Reference

(1.1)

The Employer is Chief Executive Officer, GMDA, Guwahati-5

The Works is: Pilot Project for Integrated Land Use Planning & Water Resource Management

- 1.
 2. Identification No. of the works is: NIL
 3. The State is: Assam .
 4. Other certificates required with the bid are:
- (i) The key equipments for Building works

Name of equipment	Qty in No
• Cube Testing Machine	1
• Sieve Analysis (Complete Kit)	1
• Concrete Hammer	2
• Concrete Mixer	2
• Jack Hammer	1
• Water Tanker	1
• Generator Set	1
• Concrete vibrator	4
• Concrete Drilling Machine	2
• Welding Machine	2
• Water Pump	1
• Cube Mould	12

Note: (a) The bidder must produce the documentary evidence in support of his owning the above equipment:

(ii) The Number of Technical personnel, Qualifications and Experience will be as

follows:

A. The Technical Personnel are: [Cl. 9.1]

	Number	Experience in Construction / Manufacture/Installation Works.
Technical Person as overall in-charge of the work/Project	1	15 years
Civil Engineer	1	5 years
Diploma in Civil Engineering	2	5 years

5. The minimum amount of liquid assets or credit facilities net of other contractual commitments of the successful Bidder shall be Rs. 0.69 Crore.

6. The contact persons: 1) Sri D. Gogoi, Urban Consultant, GMDA, Ph-9864030451(M)
2)) Shri P. P. Borah, AEE, GMDA, Ph.- 098642-63356(M)

7. Language of the bid is: English

8. Bids may be submitted only on Item rate basis

9. The amount of Bid Security/Earnest Money shall be Rs. 6,84,622.00

10. Fixed Deposit Receipt must be drawn:
In favour of: C.E.O., GMDA Other acceptable forms of Earnest Money pledged in favour of C.E.O., GMDA is Demand Draft or Bank Guarantee.

11. The deadline for submission of bids shall be:
Time : 14.00 hrs
Date : 17/01/2017

12. The date, time and place for opening of the Technical Bids are

(A) Technical Bid
Place: GMDA Conference Hall through portal.
Time: 15.00 hrs on 17-01-2017

(B) Price Bid (For qualified bidder as)
Time: Bidders qualified in Technical Bid will be intimated later on.
Place: GMDA Conference hall.

13. The amount of the performance guarantee is: Rs 17, 11,554.00
Validity Period: Performance Security for shall be valid for until a date 45 days after the expiry of defect liability period.

SECTION 3

Qualification Information

Notes on Form of Qualification Information

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

1. Individual Bidders

1.1	Constitution or legal status of Bidder Place of registration:	[attach copy] _____
1.2	Principal place of business: Power of attorney of signatory of Bid	
1.3	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	
1.3.1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature(civil engineering works) and volume over the last five years. Attach certificate from the Engineer-in-charge	

Project Name	Name of Employer	Description of Work	Value of Contract	Contract No.	Date of Issue of Work Order	Stipulated date of completion	Actual Date of Completion	Remarks explaining reasons for delay if any

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

1.3.3 A. Existing commitments and on-going construction works:

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

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

(B) Works for which bids already submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
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1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 b (b) of the Instructions to Bidders.

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased
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1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.32(e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

Position	Name	Qualification	Years of experience
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1.6 Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

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

1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List 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 below and attach copies of support documents.(Sample format attached).

1.10 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

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

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved
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1.12 Proposed Programme (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

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 a 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. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank _____

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

FORM OF BANK GUARANTEE TOWARDS EARNEST MONEY

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE IN THE NAME OF THE BANK)

To
Chief Executive Officer
GMDA-----

Name of the work:

Dear Sir(s)

1. In consideration of Guwahati Metropolitan Development Authority (Hereinafter called GMDA) representing through its Chief Executive Officer having the Office at Guwahati, Assam having agreed to exempt M/s..... Hereinafter called “the said Contractor (s)” from the demand, under the terms and conditions of tender bid No.....datedfor (name of work).....(hereinafter called “the said tender) of Earnest money deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said tender on production of a Bank Guarantee for Rs.....only, we(hereinafter referred to as the bank) at the request of M/s..... Contractor(s) do hereby undertake to pay to the GMDA an amount not exceeding Rs.....only against any loss or damage caused to suffered or would be caused to or suffered by the GMDA by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said tender.
2. We,.....do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the GMDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the GMDA by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said tender or by reason of the contractor(s) failure to deposit the security deposit for the work if selected in the tender. Any such demand made on the Bank shall be conclusive (as regards the amount due and payable by the Bank under this Guarantee). However; our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....)only.
3. We, undertake to pay to the GMDA any money so demanded notwithstanding any dispute or dispute raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder the contractor(s)/supplier(s)/shall have no claim against us for making such payment.

4. We,..... (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the GMDA under or by virtue of the said Tender have been fully paid and its claims satisfied or discharged or till the Chief Executive Officer, GMDA, certified that the terms and conditions of the said tender have fully and properly carried out by the said

contractor(s) and accordingly discharges this guarantee is made on us in writing on or before....., we shall be discharged from all liability under this guarantee thereafter.

5. We,(name of the Bank) further agree with the GMDA that the GMDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the GMDA against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the GMDA or any indulgence by the GMDA to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) /supplier(s).
7. We, (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the GMDA in writing.
8. Notwithstanding anything contained herein above our liability under this guarantee shall :
- a) be limited to a sum of Rs..... only.
 - b) stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand made upon us in writing on or before _____.

For _____
(indicate the name of bank)

Bank Guarantee No. _____

Date : _____

Section 4
Conditions of Contract
Part –I General Conditions of Contract

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

A. General

1. Definitions

1.1. Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

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

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

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

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

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

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is one year calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to 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 shall have a mechanical, electrical, electronic, chemical, or biological function.

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

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

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

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

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

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

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

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

2. Interpretation

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

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

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

3. Language and Law

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

4. Engineer's Decisions

- 4.1.** Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

- 4.2.** Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

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

6. Communications

- 6.1.** Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

- 7.1. The Contractor may subcontract part of the construction work** with the approval of the Employer in writing, up to 38 percent of the contract price but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

The Contractor shall not be required to obtain any consent from the Employer for:

- a. the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
- b. the provision for labour, or labour component.
- c. the purchase of Materials which are in accordance with the standards specified in the Contract

- 7.2. Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:**

- a. The Contractor shall not sub-contract the whole of the Works.
- b. The Contractor shall not sub- contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

- 7.3. The Engineer should satisfy himself before recommending to the Employer whether**

- a. the circumstances warrant such sub-contracting; and
- b. the sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

Other Contractors

The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule.

The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

Personnel

The Contractor shall employ for the construction work the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their

relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

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

Insurance 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 Indian Rupees to rectify the loss or damage incurred.

(a) The Contractor at his cost shall also provide, in the joint names of the

Employer and the Contractor, insurance cover from the date of completion to the end of defect 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) Personal injury or death.

(b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

Alterations to the terms of insurance shall not be made without the approval of the Engineer.

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

Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1. The Contractor shall construct, and install and maintain the Works in accordance with the Specifications 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 Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.

18.1. The Contractor shall be responsible for design of Temporary Works.

18.2. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.3. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.4. 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

19.1 The Contractor shall be responsible for 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 shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

The Employer shall give complete possession of the Site to the Contractor fifteen days in advance of the construction programme.

22. Access to the Site

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

- a. The Engineer
- b. The Employer
- c. Guwahati Development Department, Government of Assam.

23. Instructions

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

24. Dispute Redressal System

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

24.2. Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee if the amount

appealed against exceeds rupees one lakh.

The composition of the Empowered Standing Committee will be:

- I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
- II. One official member not below the rank of chief engineer; and
- III. One non-official member who will be technical expert of Chief Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.

24.4. The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the contractor can approach the appropriate court for the resolution of the dispute.

24.5. The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

25. Procedure to disputes

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.

26. Deleted

27. Arbitration

27.1. In view of the provision of the clause 24 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

B. Time Control

28.1 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, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

28.2 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 Works, including any changes to the sequence of the activities.

28.3 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.

28.4. 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 shall show the effect of Variations and Compensation Events.

29. Extension of the Intended Completion Date

29.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

29.2 The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

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. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

31. Management Meetings

31.1. The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the

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

C. Quality Control

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 The contractor shall be solely responsible for :

Material Test Certificates of the major components like steel structure, Motor, Wire rope, Chain etc shall be submitted by the bidder on request of Engineer-in-charge.

34.2 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 noticed during the Defect Liability Period

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 ends after one year. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

36. Uncorrected Defects

36.1. If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 35.1 and clause 35.2. of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. Cost Control

37. Payment Schedule

37.1. The Payment Schedule of price bid (Section-7, Part II) will contain item for the construction and installation work to be executed by the bidder.

37.2. The Payment Schedule is cost breakup of the total Contract Price. The Contractor will be paid for the item/items of the work done at the rate in the Payment Schedule for each item.

37.3 No price revision will be allowed.

38. Deleted

39. Variations

No variation shall be considered.

40. Deleted

41. Cash Flow Forecasts

41.1 When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

42. Payment Certificates

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

42.1 (a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously as per payment schedule

42.2 (b) The Engineer shall check the Contractor's fortnightly/ monthly statement within 14 days and certify the amount to be paid to the Contractor.

42.3(c) The value of work executed shall be determined, based on assessment by the Engineer.

42.4(d) 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.

42.5(e) The final bill shall be submitted by the contractor within one month of the actual date of completion the work; otherwise the Engineer's certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

43. Payments

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

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

44. Compensation Events

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

- a. The Engineer orders a delay or delays exceeding a total of 30 days.
- b. The effects on the Contractor of any of the Employer's Risks.

44.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

45. Tax

41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities 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. Deleted

47. Security Deposit

47.1 The Employer shall retain security deposit of five percent of the amount from each payment due to the Contractor until Completion of the whole of the Works.

47.2 The security deposit and the performance security aggregating to 10 percent of the Contract price will be released to the Contractor when the Defect Liability period is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected; and that the contractor satisfactorily did the routine maintenance of roads.

48. Liquidated Damages

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

48.2 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.

49. Advance Payment

49.1. The Employer will make the following advance payment to the Contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Commercial bank acceptable to the Employer in amounts in equal to 110 % of the advance payment:

a. mobilization advance up to 5 percent of the contract price.

The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

49.2 Deleted

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentages of the Works on a payment basis.

50. Securities

50.1 The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

51 Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be

remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

52. Completion

52.1 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 Works is completed.

53. Taking Over

53.1 The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion. The Contractor shall continue to remain responsible for its routine maintenance during the maintenance period.

54. Final Account

54.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 42 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 42 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 28 days of receiving the Contractor's revised account. The payment will be made within 14 days thereafter.

55. Operating and Maintenance Manuals

55.1. The "as built" Drawings and / or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

55.2. 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.

56. Termination

56.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

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

- a. The Contractor stops work for 28 days when no stoppage of work is shown on the

current Programme and the stoppage has not been authorized by the Engineer;

- b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c. The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d. the Contractor does not maintain a Security, which is required;
- e. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- f. Contractor fails to provide insurance cover as required under clause 13
- g. if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition.
- h. if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i. if the Contractor fails to set up a field laboratory with the prescribed equipment, within the periods specified in the Contract Data; and

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

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

57. Payment upon Termination

57.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. 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 recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt.

57.2 **If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for** the value of the work done, the reasonable cost of removal of 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.

58. Property

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

59. Release from Performance

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

F. Other Conditions of Contract

60. Labour

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

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

61. COMPLIANCE WITH LABOUR REGULATIONS

61.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, 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 in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer 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.

62. Drawings and Photographs of the Works

62.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-ay in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

63. The Apprentices Act 1961

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

G. Contract Data to General Conditions of Contract.

Except where otherwise indicated, the Employer prior to issuance of the bidding documents should fill in all Contract Data, Schedules and reports to be provided by the Employer should be annexed.

Items marked "N/A" do not apply in this Contract.

The Employer is [Cl.1.1]

Designation: Chief Executive Officer, G.M.D.A., Guwahati-5

Address: Guwahati-5

Name of authorized Representative N/A

1. The Engineer is Chief Engineer, GMDA
Address: Bhangagarh, Guwahati-5 [Cl. 1.1]
2. The Intended Completion Date for the whole of the Work is...18 (eighteen month)month from the date of issue of Notice to proceed with the work.....[Cl. 1.1, 17 &27]
3. The Site is located at Garbhanga of Guwahati city [Cl.1.1]
4. The Start Date shall be 10 days after the date of issue of the Notice to proceed with the work. [Cl.1.1]
5. (a) The name and identification number of the Contract is [Cl.1.1] N/A
(b) The Work consist of Construction of Electric Crematorium. [Cl.1.1].

6. Section completion is [Cl 2.2] N/A
7. The following documents also form part of the Contract: N/A [Cl.2.3(11)]
8. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
(b) The language of the Contract documents is English [Cl.3.1]
9. The Schedule of Other Contractors is attached[Cl. 10.1]N/A
11. A. The Technical Personnel for construction work are:

[Cl. 9.1]

Technical Personnel	Number	Experience in Road Works		
A. Degree Holder in Civil/Mechanical/Electrical/Electronics Engineering	1	5 years		
B. Diploma Holder in Civil/Mechanical/Electrical/Electronics Engineering	2	5 years		

A. For field testing laboratory

Technical Personnel	Number

12. Amount deductible for insurance are: [Cl. 13.1] 1.00 Lakh
13. Site investigation report [Cl.14.1] N/A
14. (a) Competent authorities are: to be named later on mutual agreement. [Cl. 24.1]
15. (a) The period for submission of the programme for approval of Engineer [Cl.26.1] shall be _7(Seven)____ days from the issue of Letter of Acceptance.
(b) The updated programme shall be submitted at interval of 60 (Sixty) days. [Cl. 26.3]
(c) The amount to be withheld for late submission of an updated programme shall be Rs. 1.00 lakhs. [Cl. 26.3]

- 16 Deleted
17. The authorized person to make payments is C.E.O., GMDA [Cl.39.2].
- 18 (a) Milestones to be achieved during the contract period:
- (1) 1/8th of the entire contract work up to 1/4th of the period allowed for completion of construction.
- (2) 3/8th of the entire contract work up to 1/2 of the period allowed for completion of construction.
- (3) 3/4th of the entire contract work up to 3/4th of the period allowed for completion of construction.
19. (b) Amount of liquidated damages for Milestone/ Whole of work delay in completion of works 1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week.
20. (c) Maximum limit of liquidated damages for 10 per cent of the Initial delay in completion of work. Contract Price rounded off to the nearest thousand. [Cl.44.1]
21. The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents. [Cl. 46.1]
22. The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.51.1]
23. The amount to be withheld for failing to supply “as-built” drawings by the date required is Rs. 5.00(Five) Lakhs. [Cl.51.2]
24. (a) The period for setting up a field laboratory with the prescribed equipment is 20 (Twenty) days from the date of notice to start work [Cl.52.2 (i)]
- (b) The following events shall also be fundamental breach of contract : [Cl.52.2 (j.)]
- “The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract
- 25.1. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 10 (ten percent. [Cl.53.1]
- 25.2. Deleted

Section-4

Part II Special Condition of Contract

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 is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952** The Act Provides for **monthly** contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case 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 & 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 prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the **Minimum Wages** fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.

- h) **Equal Remuneration Act 1979** : -The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965**: - **The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen.** The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set- p establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947** : - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946**: - **It is applicable to all establishments** employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act 1926**: -**The Act lays down the procedure for registration of trade unions** of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986** : - he Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen' (Regulation of Employment & Conditions of Service) Act 1979**: -The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996**: -**All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act.** All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place

etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- p) **Factories Act 1948:**-The Act lays down the procedure for approval of plans before setting up factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say,10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 5 Specifications

Brief Specification:

1.1 General:

All the works in general shall be executed as per nomenclature of the items given in the schedule specifications for the materials and technical specifications which are part of tender document. The executed works and material used for the work should be relevant as per IS code with latest revision. All finishing materials should be of highest standard considering importance of the use of the work.

1.2 Brief description of work to be executed:

- i) Construction of Drain ; 1450.00 RM, Brick drain.
- ii) Contour Drain :400.00 RM, Brick drain
- iii) Construction of Road using Paver Blocks 2042.30 RM/4615.26 Sqm.
- iv) Construction of Retaining Wall : 195.00 RM, Stone masonry
- v) Construction of Step Chutes : 10 Nos, 58 steps in each chute of Brick work
- vi) Construction of underground water Reservoir with Silt trap : 1 No.
- vii) Construction of Bamboo Huts -10 Nos.
- viii) Jungle Clearance
- ix) Construction of Geo-grids : 0.30 hect.
- x) Construction of Geo-grids in Forest Area ;0.21 hect.
- xi) Rain water Harvesting in Residential Area :300 Nos.

- xii) Plantation of grass, creepers, shrubs, vetivers for erosion protection
- xiii) Development of pond: 0.70 hect.
- xiv) Timber tree plantation, Bamboo plantation, Neem tree plantation, Fruit tree plantation
- xv) Construction of Bamboo Railing

Section 6
(Drawings Attached)

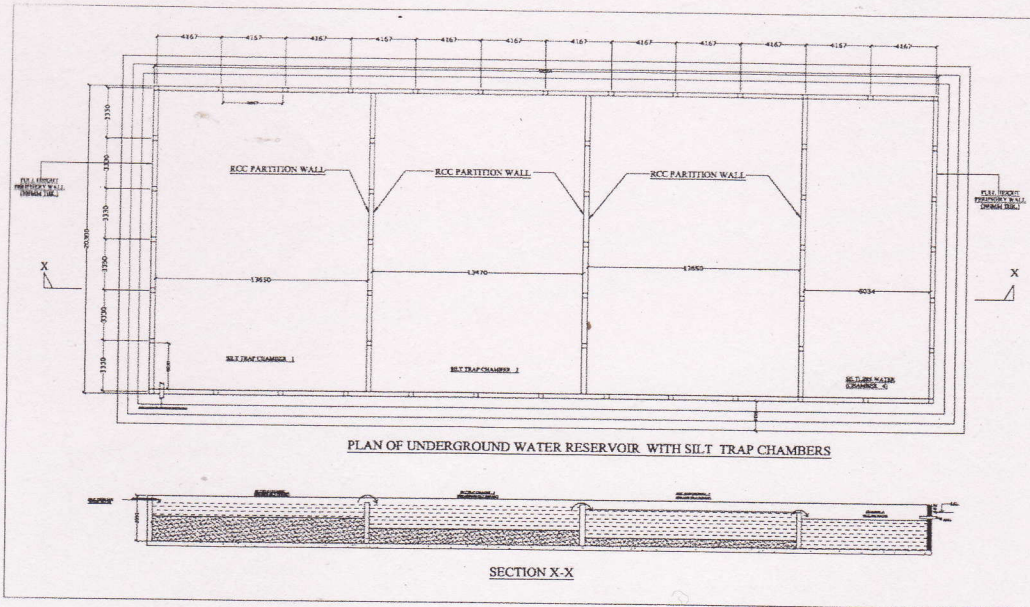


Figure 8.6: Plan of water reservoir including silt traps

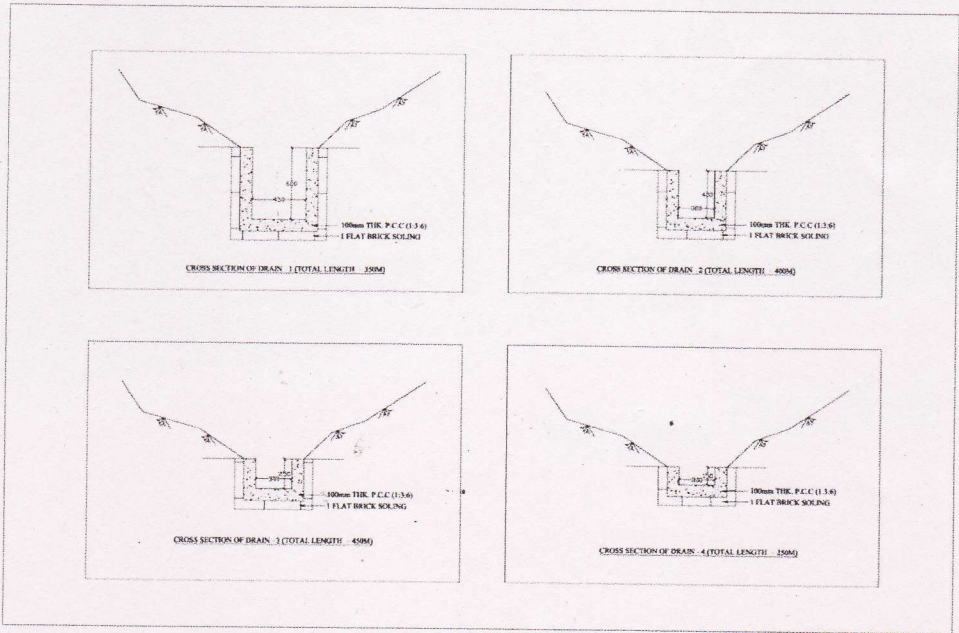


Figure 8.7 : Typical crosssection of proposed drains of various dimensions.

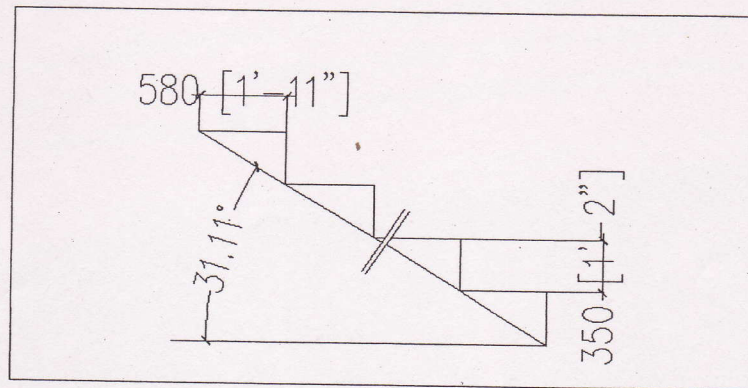


Figure 6.4 :A step chute of length 35m

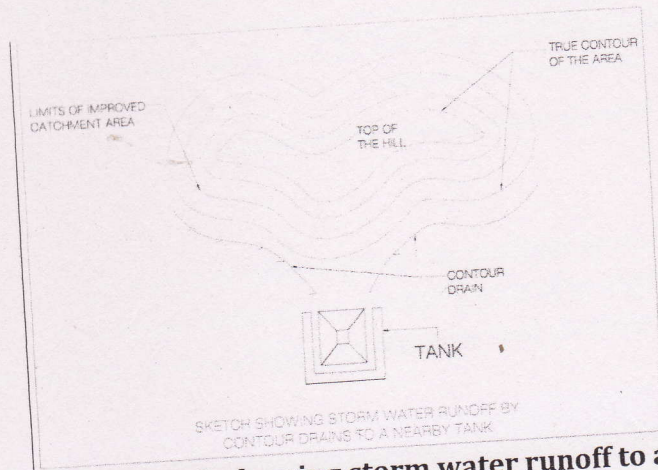


Figure 6.1 : Sketch showing storm water runoff to a tank

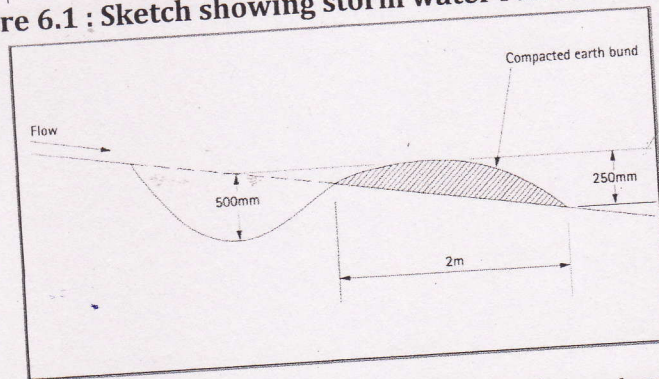


Figure 6.2 : Sketch showing cross-section of a contour drain
Before



Figure 6.3 : Illustration of a contour drain at site

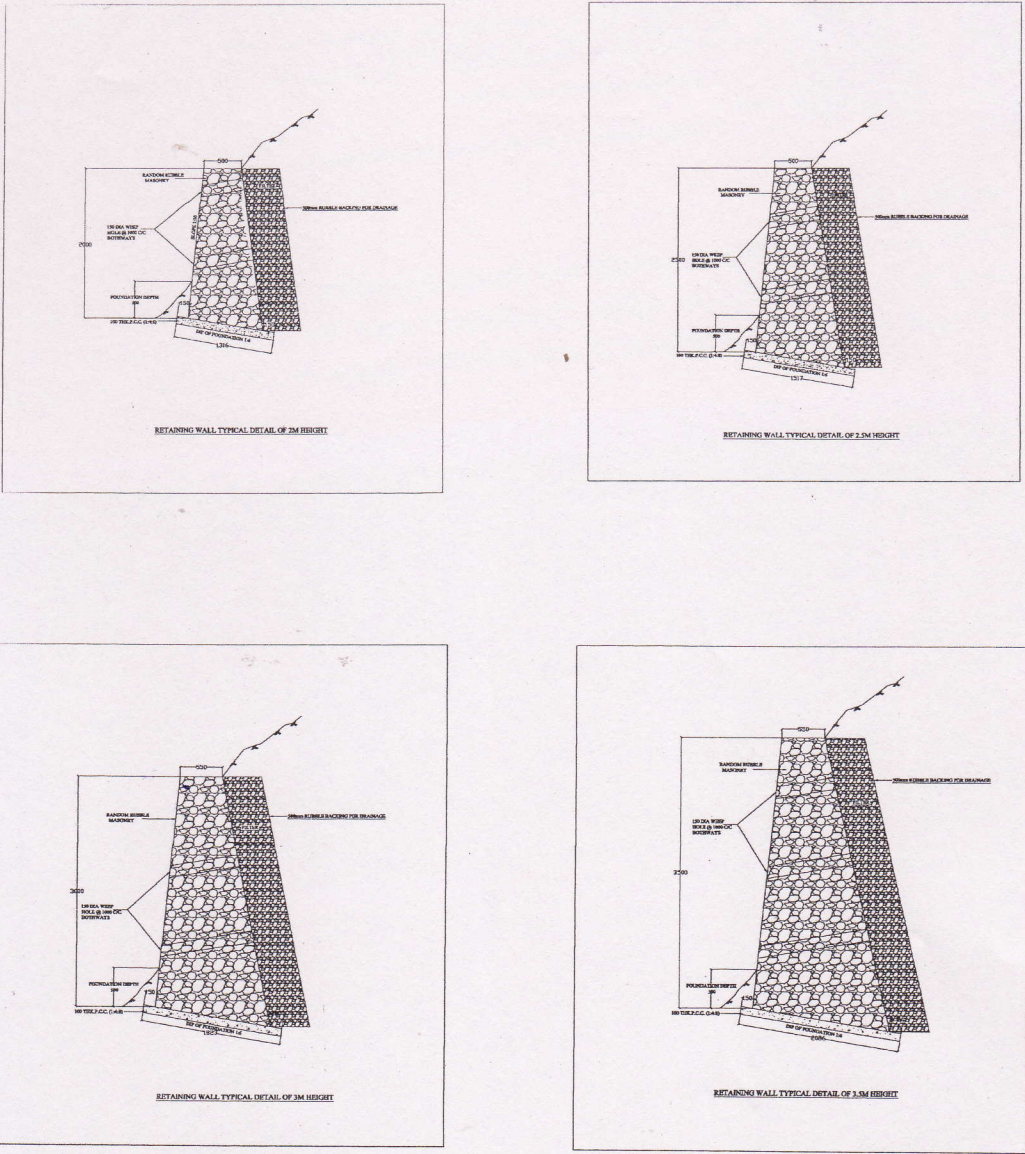


Figure 8.8 : Typical drawing of proposed retaining walls