

**“Re-development of the Slum Colony at the Sweeper line at Goraline
Laitumkhrach,Shillong,East Khasi Hills,Meghalaya”**



Shillong Municipal Board

PERCENTAGE RATE TENDERS

FOR

**“Re-development of the Slum Colony at the Sweeper line at Goraline
Laitumkhrach,Shillong,East Khasi Hills,Meghalaya”**

Issued by

Chief Executive Officer

Shillong Municipal Board

Bishop Cotton Road,

Shillong-793001, Meghalaya

<http://.gov.in>

**“Re-development of the Slum Colony at the Sweeper line at Goraline
Laitumkhrah, Shillong, East Khasi Hills, Meghalaya”**



**Office Of the
SHILLONG MUNICIPAL BOARD**
Bishop Cotton Road, Shillong - 793001, Meghalaya
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No.SMB/PW/252/2023-24/16

Dated Shillong, the 17th January 2024

Abridged Notice for Publication

Chief Executive Officer, Shillong Municipal Board, Shillong-793001

NOTICE INVITING BIDS FORWORKS

Percentage rate tenders are invited on behalf of the Chief Executive Officer, Shillong Municipal Board Shillong- 793001 for the following work from the approved and eligible contractors registered with the Government of Meghalaya or Shillong Municipal Board and meeting eligibility criteria specified in the tender.

Work Description	“Re-development of the Slum Colony at the Sweeper line At Goraline Laitumkhrah, Shillong, East Khasi Hills, Meghalaya .”
Estimated Amount	Rs. 33.38 Crores
Earnest Money (in Rs)	1% for ST and 2% for others
Bid Document Fees (in Rs.)	Rs. 10,000/-
Document download / sale start date & time	18th January 2024 at 12.00 am
Bid Submission end date and time	8th February 2024 at 12.00 am
Completion period	24 months

Note:

1. In case, there is holiday on any of the date mentioned above, the activities assigned on that date shall be carried out on the next working day.
2. The Payment for Bid Document Fee can be made by bidders in the form of a Demand Draft issued by a nationalized bank / foreign bank listed with the Reserve Bank of India having its branches in Shillong, India, payable to the Chief Executive Officer, Shillong Municipal Board, Shillong, Meghalaya-793001
3. Bidders are strictly advised to submit bid well in time without waiting for last date.
4. Detailed NIT can be seen on State Government’s website <http://meghalaya.nic.in/http://smb.gov.in>

**Chief Executive Officer
Shillong Municipal Board**

Dated Shillong, the 17th January 2024

Memo No.SMB/PW/252/2023-24/16-A

Copy to:-

1. The P.A to the Commissioner & Secretary Urban Affair Govt. Meghalaya, Shillong for favour kind information of the Commissioner & Secretary.
2. The Director Urban Affairs Meghalaya, Shillong for kind information.
3. The Director of Information and Public Relation (DIPR) with a request to publish the advertisement in two dailies. Bill may be routed through your department and submitted to the undersigned.
4. The Deputy Director General National Informatics Center with a request to upload the Notice and Bid Documents in the State Government Portal.

**Chief Executive Officer
Shillong Municipal Board**

o/c

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**SECTION- I
INSTRUCTIONS TO TENDERERS**

1. INTRODUCTION

1.1.1. The terms and conditions mentioned in this section are in addition to what are stated in Section – II (General Conditions of Contract) of the tender document. In case of any contradiction between the terms and conditions given in Section - II and those specified in this Section, the terms and conditions of Section–II shall prevail.

2. SITE LOCATION

1.1 The site is located at Goraline, Lumsohra, Laitumkhrah in Ward No 1 of the Shillong Municipality.

This project envisages the following outcomes.

- To uplift the outlook of the area by
 - Creation of liveable housing for the residents.
 - Providing basic amenities like drinking water, proper sanitation, lighting and green space.
 - Decongesting the surrounding area through reduction in built-up spaces.

3. SCOPE OF WORK:

3.1 Under this Contract, the scope of the work (the “Scope of the Project”) shall mean and include:

- a) Construction of the Project on the Site set forth in Contract Data and as specified together with provision of Project Facilities as specified and in conformity with the Specifications and Standards set.
- b) Performance and fulfillment of all other obligations of the Contractor in accordance with the provisions of the Contract Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under the Contract Agreement.

3.2 The bidder’s scope shall broadly include

3.2.1. Soil testing, structural design and preparation of detail estimates.

3.2.2. Construction of all the civil, structural & architecture works related to buildings and foundations which includes earth work, plain & reinforced cement concrete, reinforcement, scaffolding, formwork, masonry work, floor finishing, skirting, plastering, painting, roof finishes, doors / windows / ventilators /rolling shutters, internal & external plumbing, water supply, water proofing, drainage & sewerage, metal cladding, fencing, roads, MS embedment etc.; as well as supply of all materials, consumables, labour, tools and plants, transportation and storage, sample testing etc.; all complete as per specifications and drawings.

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3.3 Eligible Bidders

3.3.1 A Bidder may be a natural person, private entity, government-owned entity—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

- (a) All partners shall be jointly and severally liable, and
- (b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

3.3.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:

- (a) They have controlling shareholders in common; or
- (b) They receive or have received any direct or indirect subsidy from any of them; or
- (c) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the SMB regarding this bidding process; or
- (d) A Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (e) A Bidder employs or hired a person or entity that is or has been employed by the SMB or by the Government of Meghalaya in the Urban Affairs Department or any of its agencies in the last 2 (two years).

3.4 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.

3.4.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the SMB in writing at the SMB’s address indicated in the Bid Data Sheet or raise his queries during the pre-bid meeting. The SMB will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The SMB shall forward copies of its response to all Bidders who have acquired the Bidding Document including a description of the query but without identifying its source. Should the SMB deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure specified under section 3.5 of this document.

3.4.2. The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the

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Works. The costs of visiting the Site shall be at the Bidder’s own expense. The Bidder and any of its personnel or agents will be accordingly granted permission by the SMB to visit the site.

- 3.4.3. The Bidder’s designated representative is invited to attend a pre-bid meeting on the date and time mentioned in the Bid Data Sheet. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 3.4.4. The Bidder is requested to submit any questions in writing, to reach the SMB not later than one week before the meeting.
- 3.4.5. Minutes of the pre-bid meeting, including the text of the questions raised, and the responses given, will be transmitted promptly to all Bidders who have acquired the Bidding Document. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be notified by the SMB exclusively through an addendum to be issued in accordance with the provisions of this Document.

3.5 Amendment of Bidding Document.

- 1.5.1. At any time prior to the deadline for submission of bids, the SMB may amend the Bidding Document by issuing addenda.
- 1.5.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the SMB.
- 1.5.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the SMB may if necessary extend the deadline for the submission of bids.

3.6 Preparation of Bids:

3.6.1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the SMB shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.6.2. Documents Comprising the Bid

The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in section 3.6.2.1 below and the other the Financial Bid containing the documents listed in section 3.6.2.2, both envelopes enclosed together in an outer single envelope.

3.6.2.1 The Technical Bid shall comprise the following:

- A. Letter of Technical Bid;
- B. Bid Security;
- C. Written confirmation authorizing the signatory of the Bid
- D. Documentary evidence as per section 3.6.5 of the ITB, establishing the Bidder’s qualifications to perform the contract;

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- E. Technical Proposal in accordance with section 3.6.4 of the ITB
- F. Any other document required in the Bid Data Sheet.

3.6.2.2 The Financial Bid shall comprise the following:

- A. Letter of Financial Bid;
- B. In the letter of Financial Bid, the bidder shall clearly write, “At Par” or in words and figures the “percentage above the Engineer’s estimated rates” in the space provided therein;**
- C. Bids quoting below the engineer’s estimate shall be summarily rejected.**
- D. Any other document required in the BDS.

3.6.2.3 In addition to the requirements specified above, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

3.6.3. Letters of Bid, and Schedules

The Letters of Technical Bid and Financial Bid shall be prepared using the relevant forms furnished in Section 4 of this Document (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

3.6.4. Documents Comprising the Technical Proposal

The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 of this document (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time.

3.6.5. Documents Establishing the Qualifications of the Bidder

To establish its qualifications to perform the Contract in accordance with Section 3 of this document (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4.

3.6.6. Period of Validity of Bids

- a) Bids shall remain valid for the period specified in the Bid Data Sheet after the bid submission deadline date. A bid valid for a shorter period shall be rejected as nonresponsive.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, the SMB may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If the bidder/s agrees to extend the validity of the bids, the bid security shall also

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be extended twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

3.6.7 Earnest Money deposit (EMD).

- a) The Bidder shall furnish as part of its bid, in original form, a bid security the amount of which shall be as specified in the Bid Data Sheet.
- b) The bid security shall be, at the Bidder’s option, in any of the following forms:
 - An unconditional bank guarantee issued by a scheduled or nationalized bank; or
 - Demand Draft;
 - Banker’s cheque
- c) In the case of a bank guarantee, the bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB.
- d) Any Bid not accompanied by a substantially compliant bid security shall be rejected as nonresponsive.
- e) The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the performance security in accordance with the Contract.
- f) The bid security may be forfeited:
 - ✓ If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Financial Bid, except as provided in ITB.
 - ✓ If the successful Bidder fails to:
 - Sign the Contract in accordance with Section 1.9.4 of this document.
 - Furnish a performance security in accordance with Section 1.9.3 of this document;
 - Accept the arithmetical correction of its Bid in accordance with section 1.8.5.
- g) The Bid Security or Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in section 1.2.1.

3.6.8. Format and Signing of Bid

- a) The Bidder shall prepare one original of the Technical Bid and one original of the

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Financial Bid comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - FINANCIAL BID”. In addition, the Bidder shall submit two copies of the Technical and Financial Bids, clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

- b) The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.
- c) Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

3.7. Submission and Opening of Bids

3.7.1 Sealing and Marking of Bids

3.7.1.1 Bidders shall enclose the original of the Technical Bid, the original of the Financial Bid, and two copies each of the Technical Bid and Financial Bid, in separate sealed envelopes, duly marked as “ORIGINAL - TECHNICAL BID”, “ORIGINAL - FINANCIAL BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - FINANCIAL BID.” These 10 envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set.

3.7.1.2 The inner and outer envelopes shall:

- a. Bear the name and address of the Bidder;
- b. Be addressed to the SMB at the address given in the Bid Data Sheet; and
- c. Bear the specific reference number of this bid as indicated in the Bid Data Sheet;

3.7.1.3. The outer envelopes and the inner envelopes containing the Bids shall bear a warning not to open before the time and date for the opening of Technical Bid, and the inner envelopes containing the Financial Bid shall bear a warning not to open until advised by the SMB.

3.7.1.4. If all envelopes are not sealed and marked as required, the SMB will assume no responsibility for the misplacement or premature opening of the bid.

3.7.2. Deadline for Submission of Bids

3.7.2.1. Bids must be received by the SMB at the specified address and no later than the date and time indicated in the Bid Data Sheet

3.7.2.2. The SMB may extend the deadline for the submission of bids by amending the Bidding Document.

3.7.2.3 The SMB shall not consider any bid that arrives after the deadline for submission of bids. Any bid received after the deadline for submission of

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 bids shall be declared late, rejected, and returned unopened to the Bidder

3.7.3. Withdrawal, Substitution, and Modification.

3.7.3.1. Prior to the deadline of submission of bids Bidders may withdraw or substitute their Bid – Technical or Price – by sending a written notice, duly signed by the authorized representative:

3.7.3.2. Bids requested to be withdrawn shall be returned unopened to the Bidders.

3.7.3.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified on the Letters of Technical Bid and Financial Bid or any extension thereof.

3.7.4. Opening of bids.

3.7.4.1. The SMB shall open the Technical Bids in public at the address, date and time specified in the BDS in the presence of Bidders` or their designated representatives. The Financial Bids will remain unopened and will be held in custody of the SMB until the specified time of their opening. If the Technical Bid and the Financial Bid are submitted together in one envelope, the SMB may reject the entire Bid or alternatively, the Financial Bid may be immediately resealed for later evaluation.

3.7.4.2. All envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- a. the name of the Bidder;
- b. the presence of a Bid Security; and
- c. Any other details as may be considered to be appropriate.

3.7.4.3. Only Technical Bid recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids.

3.7.4.4. At the end of the evaluation of the Technical Bids, the SMB shall invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being technically qualified to attend the opening of the Financial Bids. The date, time, and location of the opening of Financial Bids shall be notified within a substantial period in writing by the SMB.

3.7.4.5. The SMB will notify Bidders in writing that have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened.

3.7.4.6. The SMB shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives at the address, date and time specified by the SMB.

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- 3.7.4.7. All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:
 - a. the name of the Bidder;
 - b. the Bid Prices, including any discounts offered; and
 - c. Any other details as may be considered appropriate.
- 3.7.4.8. Only Financial Bids read out and recorded during the opening shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

3.8. Evaluation and Comparison of Bids

3.8.1. Confidentiality

- 1.8.1.1. Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
- 3.8.1.2. Any attempt by a bidder to influence the SMB in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

3.8.2. Clarification of Bids.

- 1.8.2.1. To assist in the examination, evaluation, and comparison of the Bids, the SMB may ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the SMB shall not be considered. The SMB’s request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Financial Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered during the evaluation of the Financial Bids.
- 3.8.2.2. If a Bidder does not provide clarifications by the date and time set in the request for clarification, its bid may be rejected.

3.8.3. Responsiveness of Bids

- 3.8.3.1. A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission
A material deviation, reservation, or omission is one that, if accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the Bidding Document, the SMB’s rights or the Bidder’s obligations under the proposed Contract; or
 - iii. If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 3.8.3.2. The SMB shall examine the technical aspects of the Bid submitted, the Technical Proposal, in particular, to confirm that all requirements of

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Section 5 (Work Specifications and Drawings) have been met without any material deviation.

- 3.8.3.3. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 3.8.3.4. Provided that a bid is substantially responsive, the SMB may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.
- 3.8.3.5. Provided that a Technical Bid is substantially responsive, the SMB may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 3.8.3.6. Provided that a Technical Bid is substantially responsive, the SMB shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

3.8.4. Qualification of Bidders:

- 3.8.4.1. The SMB shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria) based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder.
- 3.8.4.2. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder’s Financial Bid. A negative determination shall result into the disqualification of the Bid, in which event the Financial Bid shall be returned unopened to the Bidder.

3.8.6. Comparison of Bids

All substantially responsive Bids shall be compared to determine the lowest evaluated bid.

- 3.8.6.1. SMB’s Right to Accept Any Bid, and to Reject Any or All Bids The SMB reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

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3.9 Award of Contract:

3.9.1. Award Criteria

The Contract shall be awarded to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

3.9.2. Notification

Prior to the expiration of the period of bid validity, the successful Bidder shall be notified, in writing, through an issuance of a “Letter of Acceptance” by the SMB. Until a formal contract is prepared and executed, this notification of award shall constitute a binding Contract.

3.9.3. Performance Security

Within twenty-eight (28) days of the receipt of notification of award from the SMB, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms).

3.9.4. Signing of Contract

- 3.9.4.1. After issuance of the Letter of Acceptance, the SMB shall send the successful Bidder the Contract Agreement and within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the SMB.
- 3.9.4.2. Failure of the successful Bidder to furnish the Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the SMB is at liberty to award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined to be qualified to perform the Contract satisfactorily.

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**SECTION- II
BID DATA SHEET**

A.GENERAL

ITB 1.1	Bid reference: SMB/PW/252/2023-24/2, dated 17th January 2024.
ITB 1.2	“ Re-development of the Slum Colony at the Sweeper line At Goraline Laitumkhrah,Shillong,East Khasi Hills,Meghalaya .”

B. CONTENTS OF BIDDING DOCUMENTS

ITB 1.3	Bidders may seek clarification from the following address: Chief Executive Officer SHILLONG MUNICIPAL BOARD Bishop Cotton Road, Shillong Meghalaya- 793001 Telephone: 364 2224850 Facsimile number: 364 2224702 Electronic mail address: smb-meg@nic.in
ITB 1.4	A Pre-Bid meeting takes place on: 24th January 2024; Time: 02:30 Hrs Venue at the office of the Chief Executive Officer, Shillong Municipal Board, Bishop Cotton Road, Shillong.

C. PREPARATION OF BIDS

ITB 1.5	The Bidder shall submit with its Technical Bid the following additional documents: 1. For Single entity and individual bidders - the PAN No. (Permanent Account Number) of Income tax with the Xerox copy of the PAN card; 2. The GST registration certificate and in case of JV, the GST registration certificate of the lead partner 3. The addendums issued (if any) further duly signed by the Authorized representative. 4. The copy of the JV agreement or the formal intent to enter into JV should be legally notarized. The JV agreement or the formal intent to enter into JV should specify the financial stakes of each of the joint venture partner;
ITB 1.6	The bid validity period shall be 120 days after the deadline for submission of bid.
ITB 1.7	The amount and currency of the Earnest money deposit(EMD) shall be: Rs.33,39,000/- (Rupees Thirty three lakhs and Thirty Nine thousand only)
ITB 1.8	The written confirmation of authorization to sign on behalf of the Bidder

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	<p>shall consist of:</p> <p>(a) Organizational document, board resolution or its equivalent, or Power of Attorney specifying the representative’s authority to sign the bid on behalf of the Bidder.</p> <p>(b) If the Bidder is an intended or an existing joint venture, the Power of Attorney (POA) should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of the intended or existing joint venture. If the joint venture is not yet formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award.</p> <p>(c) POA to be submitted should be in original and notarized.</p>
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D. SUBMISSION AND OPENING OF BIDS

ITB 1.8	<p>Bids to be delivered to this address:</p> <p>Chief Executive Officer SHILLONG MUNICIPAL BOARD Bishop Cotton Road, Shillong Meghalaya- 793001 Telephone: 364 2224850 Facsimile number: 364 2224702 Electronic mail address: smb-meg@nic.in</p>
ITB 1.9	<p>The opening of the Technical Bid shall take place at/on:</p> <p>The office of the Chief Executive Officer SHILLONG MUNICIPAL BOARD Bishop Cotton Road, Shillong Meghalaya- 793001 Electronic mail address: smb-meg@nic.in Date: 8th February 2024. Time: 12:00 PM</p>

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**SECTION- III
EVALUATION AND QUALIFICATION CRITERIA**

3.1. Evaluation

3.1.1. Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (SMB's Requirements).

Non-compliance with equipment and personnel requirements described in Section 6 (SMB's Requirements) shall not normally be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.

3.1.2. Quantifiable Nonconformities, Errors and Omissions

The evaluated cost of quantifiable non-conformities, errors and/or omissions is determined as follows: Pursuant to ITB, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The SMB will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

For this purpose, the SMB shall base its assessment on the highest price quoted for the same item(s) or component(s) by the other responsive bidders. If prices of such item(s) or component(s) are not available in the received bids, the SMB will base its assessment on the rates estimated by the SMB. However, if the bidder is awarded the contract, pursuant to the provision in Sub-Clause 14.2 of ITB, these item(s) or component(s) will not be paid for by the SMB during execution and shall be considered deemed covered by the rates for other items and prices of the Bill of Quantities.

3.2. Qualification

3.2.1. Eligibility

- i. In case of an individual, the bidder should be a citizen of India.
- ii. In case of a private entity, the entity should be registered under the relevant Indian Laws.
- iii. In case of JV, each partner should comply with the above conditions.

3.2.2. Conflict of Interest:

- (a) All bidders shall comply with section 1.2.2 of ITB.

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3.2.3. Pending Litigation:

All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% (fifty percent) of the Bidder’s net worth calculated as the difference between total assets and total liabilities should be positive.

3.2.4. Financial Requirement:

(a) Bidder’s Net-worth: Submission of audited financial statements for the last three (3) years to demonstrate the current soundness of the Bidder’s financial position. As a minimum, the Bidder’s net worth for the last year calculated as the difference between total assets and total liabilities should be positive.

(b) Annual construction turnover: Minimum average annual construction turnover of Rs.1669.00 lakhs calculated as total certified payments received for contracts in progress or completed, within the last three (3) years.

i. In case of individual/single entity, the bidder should comply with this requirement

ii. In case of JV, all partners combined should comply with the requirement, each partner should comply with 25% and one partner should comply to 50% of the requirement.

(c) Financial Resources:

the Bidder must demonstrate access to, or availability of, liquid assets, lines of credit, or other financial resources (other than any contractual advance payments) to meet the Bidder’s financial resources requirement.

3.2.5. Work Experience:

Participation within the last 5 (five) years that has been successfully or substantially completed and duly certified by SMB that is similar to the proposed works, where the value of the Bidder’s participation in:

- a. At least one contract for construction of any type of RCC building exceeding Rupees 2670.00 lakhs.*
- b. At least two contracts for construction of any type of RCC building exceeding Rupees 1335.00 lakhs each.*
- c. At least three contracts for construction of any type of RCC building exceeding Rupees 835.00 lakhs each.*

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SECTION- IV

GENERAL TERMS AND CONDITIONS

4 DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 4.1 The ‘SMB’ shall mean Shillong Municipal Board (with its Registered Office at Bishop Cotton Road, Lumpyngad Cottage, Meghalaya, Shillong-793001 which expression shall include its successors and assigns or its authorized officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 4.2 The ‘Tenderer’ shall mean the Individual/Firm/Company/Organization, which quotes against the tender issued by the SMB. It may also be referred as ‘Bidder’.
- 4.3 The ‘Contractor’ shall mean the individual, firm or company whose Offer is accepted and enters into Contract with the SMB to carry out the works and shall include their executors, administrators, successors and permitted assigns.
- 4.4 The ‘Contract’ shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by . Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by the SMB in the Letter of Award and incorporated in the Agreement. It may also be referred as ‘Contract Document’.
- 4.5 The ‘Sub-contractor’ shall mean the person/firm/company/organization to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the SMB and shall include his heirs, executors, administrators, representatives and assigns.
- 4.6 The ‘Engineer’, for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorized and appointed and notified in writing by SMB to act as engineer. In cases where no such Engineer has been so appointed, the word ‘Engineer’ shall mean the SMB or his duly authorized representative. It may also be referred to as Engineer –in –Charge.
- 4.7 The ‘Equipment’ shall mean and include plant and stores on which work is to be done by the Contractor under the Contract.
- 4.8 The ‘Work’ shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of . It may also be referred as ‘CONTRACT WORK’.

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- 4.9 The ‘Tender Document’ shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof. It may also be referred as ‘Tender Specification’
- 4.10 The ‘Offer’ shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as ‘Bid’.
- 4.11 ‘Acceptance of offer’ shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 4.12 The ‘Letter of Award’ shall mean the written communication to the Tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 4.13 The ‘Site’ shall mean the site of the proposed work at Laban, Shillong.
- 4.14 The ‘Completion Time’ shall mean the period specified in the Letter of Award or date mutually agreed upon for completing the work to the satisfaction of the Engineer, being of required standard and conforming to the specifications of the Contract.
- 4.15 The ‘Tests’ shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 4.16 The ‘Commissioning’ shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.
- 4.17 The ‘Approved’, ‘Directed’ Or ‘Instructed’ shall mean approved, directed or instructed by SMB.
- 4.18 ‘Contract Engineer’ shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 4.19 ‘Months’ shall mean calendar months.
- 4.20 ‘Days’ shall mean calendar days.
- 4.21 ‘Writing’ shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be. The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

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5 TWO PART BIDS:

- 5.1 Bidders shall submit the offer in three inner envelopes (covers) and one outer envelope (cover) as indicated below. Envelope I: This sealed envelope should contain all the copies of technical & commercial bid together with price formats (without prices). This envelope should be clearly marked “Part I - Technical and commercial bid”, indicating Tender No., Due Date and Address & Reference of the Bidder. Envelope II: This sealed envelope should contain only price formats with prices. This envelope should be clearly marked “Part II - Price bid”, indicating Tender No., Due Date and Address & Reference of the Bidder. Envelope III: This sealed envelope should contain Demand Draft for cost of Tender if not submitted earlier, and Demand Draft/ copy of Cash Deposit Receipt for EMD. All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Enquiry No., due date of opening, name & address of the officer inviting Tender and the address and reference of the Bidder.
- 5.2 Part I – Technical and Commercial Bid This part shall include / indicate the following: • Complete scope of services with all technical details and other technical and commercial terms and conditions. • Confirmation of the Technical and Commercial Specification. If there are any deviations, the same should be clearly specified in a separate sheet along with covering letter. Offers received without confirmation to our specification will be rejected. • List of customers to whom similar services have been supplied along with performance certificates. • A copy of “Un-Priced Part II” i.e., a copy of the Price Bid without the price details.
- 5.3 Part II (PRICE- BID) This part should contain the schedule of price particulars co-related to the Bill of Quantities.

6 OPENING & EVALUATION OF OFFERS AND AWARD OF WORK

- 6.1 The Chief Executive Officer, SMB at his office shall open tenders at the time and date as specified in the tender notice in the presence of such of those Tenderers or their authorized representative who may be present. The Chief Executive Officer, SMB reserves the right to authorize any officer of the SMB to carry out the opening of tenders on his behalf on the date and time as specified in the notice inviting tenders.
- 6.2 The envelop III will be opened first. Tenders received without the demand draft for cost of Tender and EMD will be rejected and Part I of Bid will not be opened.
- 6.3 The Part I - Technical & commercial bid alone would be opened on the Tender opening date.
- 6.4 The Part II - Price bid of only those Bidders who have been found to be techno-commercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.
- 6.5 Clarifications if any required by SMB for evaluation of the technical and commercial bids may be sought from Bidders before opening of Part II - price bid.
- 6.7 Unsolicited price bids shall not be entertained.
- 6.8 Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in

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rejection of his tender.

- 6.9 Deviations (Commercial as well as Technical) from the Tender Specifications shall not be accepted.
- 6.10 The Purchaser shall issue a Letter of Intent for award of work to the successful Tenderer as soon as his Bid has been accepted giving brief details of the equipment and other terms & conditions.
- 6.11 The Letter of Award shall be issued in the name of Bidder only.
- 21.16 SMB reserves its right to negotiate with the bidder and/ or go for reverse auction.

7 PRICES AND TERMS OF PAYMENT

- 7.1 Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of Bid validity and execution of the Contract. A Bid submitted with an adjustable price will be treated as non -responsive and rejected.
- 7.2 All Taxes and Duties payable as extra to the quoted price should be specifically stated in the offer. SMB will not be liable for payment of Taxes and Duties not specifically mentioned in the offer.
- 7.3 Terms of payment shall be as given in Special Conditions of Contract.
- 8.4 All payments will be released after deduction of taxes as per the rules in force and Tax Deduction at Source (TDS) certificate will be issued by SMB as applicable.

8 COMMENCEMENTS AND COMPLETION OF WORK

- 8.1 The contractor shall commence the work within the time indicated in the Letter of Award and shall proceed with the same with due expedition without delay. The responsibility of successful Tenderer under this Contract commences from the date of signing the Contract Agreement.
- 8.2 If the successful tenderer fails to commence the work within the stipulated time, the SMB at its sole discretion will have the right to cancel the contract. His Earnest Money and/or the Performance Guarantee will stand forfeited without any further reference to him without prejudice to any and all of other rights and remedies in this regard.
- 8.3 All the works shall be carried out under the direction and to the satisfaction of the SMB.
- 8.4 The work performed under the Contract, as the case may be, shall be taken over by the SMB in part or in full when it has been completed in all respects and/or satisfactorily put into operation at site. However, the work under the Contract shall be considered as completed only when the full scope of work is taken over by SMB.

9 MEASUREMENT OF WORK AND MODE OF PAYMENT

- 9.1 All payments due to the contractor shall be made by ‘Account Payee’ Cheque/RTGS.
- 9.2 For progress/ running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/

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- period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by SMB. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- 9.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the Measurement Book and signed by both the parties.
- 9.4 Based on the above quantities, contractor shall prepare the bills in the prescribed Performa and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by after affecting the recoveries due from the contractor.
- 9.5 All recoveries due from the contractor for the month / period shall be affected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.
- 9.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of SMB under this contract.
- 9.7 Measurement shall be taken jointly by persons duly authorized by the SMB and the Contractor.
- 9.8 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to SMB, provide all assistance with appliances and other things necessary for measurement.
- 9.9 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such re-measurement shall be borne by the Contractor.
- 10.10 Passing of bills covered by such measurements does not amount to acceptance by SMB of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 10.11 Final measurement bill shall be prepared in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of SMB. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in good condition to SMB. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guaranteed obligation percentage value shall remain unpaid which shall be released after completion of guarantee period.

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11 RIGHTS OF SMB

SMB reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- 11.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of , assignment, transfer, subletting of the contracted work without written permission of , non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including supervision charges and overheads from Security Deposit/ other dues.
- 11.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit commitments or in case decides to advance the completion due to other emergent reasons.
- 11.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/ penalty in the event of:
 - (a) Contractor's continued poor progress.
 - (b) Withdrawal from or abandonment of the work before completion of the work.
 - (c) Corrupt act of the contractor.
 - (d) Insolvency of the contractor.
 - (e) Persistent disregard of the instructions of SMB.
 - (f) Assignment, transfer, subletting of the contract work without written permission. (g) Non-fulfillment of any contractual obligations.
- 11.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Performance Guarantee.
- 11.5 To claim compensation for losses sustained including supervision charges and overheads in case of termination of contract and to levy penalty for delay in completion of work.
- 11.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case contract is terminated for any reason.
- 11.7 To affect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 11.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 11.9 To deploy skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.

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11.10 While every endeavor will be made by to this end, cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.

11.11 In the event of any dispute of technical nature, the decision of the Engineer shall be final and binding on the Contractor.

12 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

12.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

12.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.

12.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

12.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer.

12.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be livable on account of any of his operations connected with this contract. In case is forced to General Conditions of Contract make any such payment, shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.

12.6 All expenses and other arrangements for the periodical visits of Inspectors to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with observed discrepancies by these govt. inspectors and performing any requisite qualification tests.

12.7 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.

12.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

12.9 The contractor shall be responsible for the proper behavior and observance of all

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- regulations by the staff employed by him.
- 12.10 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 12.11 All the properties/ equipment/ components of / its customer loaned with or without deposit, to the contractor shall remain the properties of / its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by / its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- 12.13 The contractor shall fully indemnify and keep indemnified against all claims of whatever nature arising during the course of execution of this contract.
- 12.14 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 12.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to
- 12.16 The contractor shall execute the work under the conditions usual to such plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 12.17 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to SMB, if called for.
- 12.18 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 26.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 12.20 No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- 12.21 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by SMB.
- 12.22 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for Force Majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or

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abandonment of work, other than under force Majeure conditions, shall be treated as breach of Contract and dealt with accordingly.

- 12.23 The contractor shall keep the area of work clean and shall remove the debris etc while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 12.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 12.25 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

13 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

- 13.1 All safety rules and codes shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- 13.2 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized officials.
- (a) Safety Helmets conforming to IS-2925
 - (b) Safety Belts conforming to IS-3521
 - (c) Safety shoes conforming to IS-1989
 - (d) Eye, Ear & Face Protection devices conforming to IS-8520 and IS-8940, IS-5983
 - (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
 - (f) Rubber gloves for electrical purposes confirming to IS-4770
 - (g) Industrial safety gloves (leather & cotton gloves) confirming to IS-6994
 - (h) Industrial and safety rubber knee boots confirming to IS- 5557
- 13.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles,

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- safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized official who shall have the right to ban the use of any item.
- 13.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- 13.5 The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.
- 13.6 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that General Conditions of Contract may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorized official at the site shall also be taken by the contractor in all such matters.
- 13.7 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 13.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, SMB shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by giving opportunity to the contractor to present his case.
- 13.9 In case of any damage to property due to lapses by the contractor, SMB shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 13.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, SMB shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 13.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized official, SMB shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by .

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- 13.12 The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized official immediately after such occurrence, but in any case not later than 12 hours of the occurrence.
- 13.13 During the course of construction, alteration or repairs scrap lumbers with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passageways and stairs in and around site.
- 13.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- 13.15 The contractor shall be responsible for the safe storage of his radioactive sources.
- 13.16 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- 13.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to satisfaction, SMB shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.
- 13.18 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of the SMB.
- 13.21 Necessary precautions and arrangements including sprinkling of water during work as acceptable to for safety and reducing environmental pollution have to be made by the contractor. No claim on this account shall be entertained on this account and the contractor's rates shall be deemed to have taken this into account.

14 CONSEQUENCES OF CANCELLATION

- 14.1 Whenever SMB exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor). If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by SMB or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Performance Guarantee and recovery of liquidated damages as per relevant clauses.

15 INSURANCE

- 15.1 The Contractor shall arrange for insuring the materials / property covering the risks during transit, storage, erection and commissioning. The Contractor has to arrange on his own insurance pertaining to their scope of work for all workers and to arrange for accident risk policy/ workmen compensation policy, materials like Cement, Reinforcement steel and other bought out items and other valuable building materials during its transport, storage, till it goes to the permanent work, their all T

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- & Ps and, IMTEs and fixed assets which they may acquire and deploy at site. Proper insurance cover against any eventuality such as earthquakes, floods and other calamities has to be taken by the contractor for constructed and completed structures at site till these are handed over to SMB.
- 15.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations in the Project Area which are in force from time to time will be followed by the contractor.
- 15.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occur to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 15.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by SMB. For lodging / processing of insurance claim the contractor will submit necessary documents. SMB will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately.
- 15.5 If due to negligence/ carelessness on the part of the contractor, any material/ equipment owned by SMB are damaged, the contractor shall submit necessary documents for lodging insurance claims as required by Engineer. SMB shall however reserve the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 16 COMPLETION SCHEDULE AND PENALTY FOR DELAY**
- 16.1 The Contractor shall complete the work as per the time frame given in the Letter of Award.
- 16.2 Failure to complete the work in time as per the time frame specified will make the Contractor liable to an unconditional penalty as specified in Special Conditions of Contract.
- 17 STRIKES AND LOCKOUTS**
- 17.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, SMB shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by SMB in this regard shall be recovered from the contractor.
- 17.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of SMB
- 18 FORCE MAJEURE**
- 18.1 The following shall amount to Force Majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.

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18.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force Majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to SMB in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

19 GUARANTEE:

Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period as specified in the Special Conditions of Contract and shall rectify, free of cost all defects arising out of faulty erection/ construction during the guarantee period. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, SMB may proceed to undertake the repairs of such defective works at the contractor’s risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.

20 CONTRACT LAW, NOTICE AND ARBITRATION:

20.1 The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having ordinary civil jurisdiction over site shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

20.2 The Contractor shall furnish to the Engineer, the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

20.3 All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the Chief Executive Officer or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the

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contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

21 CONTRACTOR’S SITE OFFICE

21.1 The Contractor shall establish an office at Site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the Engineer or his duly authorized representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.

22 CONTRACTOR'S SUPERVISION

22.1 The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Engineer / agent approved by the Engineer to act in his stead.

22.2 The Contractor shall employ an Engineer/ Agent having at least a 'Degree of Bachelor in Civil Engineering' from a recognized university with six years as post qualification experience or having at least a 'Diploma in Civil Engineering' from a recognized college with ten years of post qualification experience.

22.3 The employment of an Engineer / Agent as aforesaid shall not be necessary if the Contractor himself is in possession of a recognized technical qualification and is in the opinion of the Engineer capable of receiving instructions of the Engineer and of executing the work to the satisfaction of the Engineer.

22.4 If the Contractor fails to appoint a suitable Engineer /Agent as aforesaid, the Engineer shall have full powers to suspend the execution of work and stop payment of any money that may have become due until such date as a suitable Engineer / Agent is appointed and the Contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him.

22.5 Orders given to the Contractor's Engineer / Agent shall be considered to have the same force as if they had been given to the Contractor himself. 36.6 The Contractor or his Agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each grade as the Engineer may consider necessary.

22.7 The Contractor or his accredited Agent shall attend, when required and without making any claim for doing so, either the office of the Engineer or the work site to receive instructions.

22.8 The Engineer shall have full powers to instruct the Contractor to arrange for immediate termination of services, in connection with this contract, of any General Conditions of Contract, servant or employee whose continued employment is, in his opinion, undesirable, without assigning any reason.

23 SUPERVISORY STAFF AND WORKMEN

23.1 The contractor shall deploy all the experienced skilled, semiskilled and unskilled workmen required for all the works under this specification. SMB reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor and the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forth with removes him.

23.2 The supervisory staff including qualified Engineers deployed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by SMB or

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- other contractors or other agency.
- 23.3 The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc., and effecting major construction work and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel / contractor, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 23.4 The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings /documents / instructions given by Engineer from time to time.
- 23.5 It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by the Engineer. The contractor's finally accepted rates shall include all these contingencies.
- 23.6 During the course of construction, if the progress is found unsatisfactory, or in the opinion of the Engineer, if it is found that the skilled workmen like welder, fitters, technicians etc. deployed are not sufficient, the Engineer after giving reasonable opportunity to the contractor, will induct on the work the required workmen in addition to contractor's workmen to improve the progress and recover from the contractor's bills.
- 23.7 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, may cause the same to be made good by other workmen or by other means and deduct the expenses (of which 's decision will be final) from any money due to the contractor.
- 23.8 The month wise manpower deployment plan to be submitted as per format (at Annexure-C – Part B) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility as per the General Conditions of Contract to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.
- 23.9 The Contractor shall ensure deposit of provident funds and get necessary ESI of their deployed workmen, employees at site and produce documents to in respect of these as desired by from time to time.

24 MATERIALS

- 24.1 All materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the Engineer, furnish proof to the satisfaction of Engineer that the materials so comply.
- 24.3 The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the works. The Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any

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- delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.
- 24.4 The Engineer shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer shall be at liberty to have them removed by other means. The Engineer shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.
- 24.5 The Contractor shall indemnify SMB, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against or any agent, servant or employee of in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and / or specifications issued after submission of the tender.
- 24.6 The Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and the Engineer requires such tests, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided. General Conditions of Contract
- 24.7 In addition the Contractor shall perform / submit at his own cost such tests / samples as may be required by the Engineer out of the materials used in the works.
- 24.9 Material required for the works, shall be stored by the Contractor only at places approved by the Engineer. Storage, theft insurance and safe custody of material shall be the responsibility of the contractor for all materials brought by contractor for works.
- 24.10 SMB’s officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 24.11 All materials brought to the Site shall become and remain the properties of SMB and shall not be removed off the Site without the prior written approval of the Engineer. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall, at his own expense, forthwith remove

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from the Site all surplus material originally supplied by him and upon such removal; the same shall re-vest in and become the property of the Contractor.

25 HANDLING OF CEMENT, REINFORCEMENT AND STRUCTURAL STEEL

- 25.1 Materials will be accounted only for permanent works and not for making templates, other temporary works, enabling works etc. and the same shall not be taken into account for purpose of material reconciliation for billable items. The coefficients for theoretical consumption of material shall be as per CPWD specifications.
- 25.2 The contractor shall bear all other costs including the lifting, carting from issue points to works site/contractor’s stores, custody and handling etc.
- 25.3 All steel shall be accounted in available lengths / shapes and no claims for extra payment on account of receipt of non-standard lengths/shapes will be entertained. For the purpose of billing and accounting only linear measurement will be taken and weight will be calculated as per the SAIL / IS co-efficient. The difference in unit weight as per SAIL / IS and actual as issued, if any shall be to the contractor’s account and contractor shall quote the rates for corresponding item to take care of such difference.
- 25.4 The theoretical weight of each bag of cement will be considered as 50 kg per Bag. No claim whatsoever shall be entertained on this.
- 25.5 The Contractor shall maintain good stores for storing the cement and reinforcement steel and other bought out items. The flooring of the storage house, the clearance of cement bags from the side walls, etc., shall be as per the instructions of the Engineer-in-charge.
- 25.6 The cement stores shall be open for supervision and verification by the Engineer-in-charge or his authorized representative by any time when the Engineer-in-charge feels the need to do so.
- 25.7 In the case of steel materials if weight of consignment is not available it will be considered as received based upon linear measurement basis and the corresponding weight in such cases will be calculated as per SAIL / Indian Standard. For the purpose of billing & accounting, only linear measurement will be taken and any difference in weight based on linear measurement & actual weight shall be to contractor’s account. Quoted price shall be deemed to include the above & the permissible wastage mentioned. No claim whatsoever shall be entertained on account of wastage & difference in weight as referred to above.
- 25.8 The Contractor shall bear all incidental costs including site lifting, carting from issue points to site / contractor's store, custody and handling etc no separate payment for such expenditure shall be made.
- 25.9 The Contractor will have to submit their design mix duly certified by technical institutes like NIT etc. or equivalent accredited laboratory for different grades of Concrete keeping in view the requirements stipulated in IS: 456, specifically regarding slump and Water Cement ratio and Specific Gravity of Materials brought to site as analyzed in the laboratories. The design shall be used upon absolute volume method and theoretical consumption of Cement shall be worked out on this basis. For other than above designated mix Concrete items, the coefficients for consumption of cement shall be adopted as per PWD practice. The theoretical consumption of cement thus worked out shall be binding upon the Contractor for reconciliation of Cement issued by the Owner. For any excess /under consumption based on these coefficients, the Contractor shall be penalized as per contract provisions. Though, permissible wastage specified shall be

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considered, while effecting penal recovery, no other allowance whatsoever shall be taken for reconciliation purposes

- 25.10 The theoretical consumption of cement, reinforcement steel and structural steel required for the work will be calculated on the basis of approved drawings / General Conditions of Contract joint measurements. In the case of Cement, the theoretical consumption shall be decided by the Engineer as mentioned above and his decision in this regard shall be final and binding on the Contractor. Reinforcement and structural steel shall be measured by weight in tones. The weight will be arrived at by multiplying the used length by the sectional weight. The sectional weight will be same as were applied at the time of issue. Standard hooks, cranks, bends and authorized laps, chairs, separator pieces etc. specified in drawing or instructed by engineer as required shall be measured and paid for. No payment shall be made for binding wires, spacer block etc. required for keeping the steel in position unless otherwise specified in the contract. No extra payment will be made for modification of already embedded reinforcement, if required due to faulty fabrication or placement.
- 25.11 The contractor shall submit proper account of material / material reconciliation statement for the material drawn by him from stores with each RA bill. Failing compliance of this requirement further issue of steel to the contractor may be suspended and no claim of compensation for delay in execution on this account shall be entertained.
- 25.12 All excavated material shall remain the property of the SMB. In case the Contractor wishes to utilize the boulders excavated by him during the excavation work at the site, the same may be issued to him at prevailing rates on the cost recovery basis as decided.

26 EXECUTION OF WORK

- 26.1 The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specification issued with tender, IS codes, PWD specifications as applicable. In case of conflict, the decision of the Engineer shall be final & binding.
- 26.2 The Engineer will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions
- 26.4 Inspection and stage approval of all bought out items: Contractor at his own cost shall make necessary arrangements for the prior approval and stage inspections of the supplied bought out items as per requirement of FQP and as directed by the Engineer-in-charge. These inspections can either be carried out at site or at the works as per decision of engineer-in-charge without any extra claim from contractor towards such inspections.

27 SETTING OUT

- 27.1 All the works shall be set out to the true lines, grades and elevation indicated on the drawing. The contractor shall be responsible to locate and set out the works. Only one grid reference line and benchmark all be made available for setting out the works under the contract. This reference lines shall be used as datum for the works under the contract and the contractor has to establish for his work area at available points horizontal and vertical control points. The contractor shall inform the Engineer well in advance of the times & places at which he wishes to do work in the area allotted to him so that suitable datum points established by him are checked to enable the contractor to proceed with the

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works. Any work done without being properly located may be removed and / or dismantled at Contractor’s expense.

27.2 The Contractor shall at his own expense take all proper and responsible precautions to preserve and maintain these datum marks to its true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may be deemed necessary placed at contractor's expenses.

28 SITE DRAINAGE

28.1 All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including monsoon period shall be removed by the contractor from the Site to the satisfaction of the Engineer. It will also be responsibility of the contractor to de-water all the foundation pits, trenches with suitable de-watering methods like, pumping out, well point system etc. considering the depth of water table at plant site. All such expenditure on de-watering shall be deemed to be included in quoted rates.

29 INSPECTION AND STAGE APPROVAL OF THE WORK

29.1 The SMB or duly authorized representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect drawings or any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection by the representative of the SMB and Contractor in the form of joint protocols without any extra claims and loss of time and amount.

29.2 All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer when each stage is ready. In default of such notice being received, the Engineer shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute; the decision of the Engineer thereon shall be final and conclusive.

30.7 UNCOVERING AND MAKING GOOD

30.1 The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and / or making opening in or through, reinstating and making good the same shall be borne by . In any other case all such expenses shall be borne by the Contractor.

31 DISCREPANCIES AND ADJUSTMENT OF ERRORS

31.1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.

31.2 In case of discrepancies between schedules of quantities, the specification and / or the drawings, the following order of preference shall be observed.

- (a) Description in schedule of quantities.
- (b) Special conditions
- (c) Drawings
- (d) Technical Specifications

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- (e) General conditions of contract If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer shall be the deciding authority with regard to the document.
- 31.3 Any error in description, quantity in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of General Conditions of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract.
- 31.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:
- (a) In the event of discrepancies between description in words and figures quoted by a Tenderer, the lesser of the two will be treated as valid rate.
 - (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - (d) The totals of various sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any rounding of quantities or in sections of bill of quantities or in general summary, by the Tenderer, shall be ignored.
- 31.5 If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in his scope.
- 32 SAFETY CODE**
- 32.1 Besides provision with regard to safety under Clause 27, Contractor shall note that Explosives shall not be used on the work by contractor except with permission in writing of the Engineer and in manner and to the extent to which he has prescribed. Where explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, losses and injury to any person or property and shall be responsible for complying with all statutory obligations in this respect. Further, the contractor is required to provide proper Safety Net System wherever the hazard of fall from height is present as per instructions of Engineer at site. The safety net shall be duly tested and shall be of ISI mark and the nets shall be located as per site requirement to arrest or to reduce the consequences of a possible fall of persons working at different heights.
- 32.2 The contractor will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them in accordance with requirements
- 33 NUISANCE**
- 33.1 The Contractor shall not at any time do, cause or permit any NUISANCE on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

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34 MATERIAL OBTAINED FROM EXCAVATION

34.1 Materials of any kind obtained from EXCAVATION on the Site shall remain the property of SMB and shall be disposed of as the Engineer may direct, at no extra cost.

35 TREASURE, TROVE, FOSSILS etc.

35.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and carryout the Engineer's directions as to the disposal of the same.

36 PROTECTION OF WORKS

36.1 Trees designated by the Engineer shall be protected from damage during the course of the Works and earth level. Where necessary, such trees shall be protected properly.

36.2 The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

36.3 The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

36.4 Contractor shall be fully responsible for the security of his workmen/ employees/ associates/all kinds of materials deployed by the contractor / tools and plants. Contractor shall also be responsible for the security of all the executed works, under execution works and completed works till the period it is fully taken over by SMB.

37 RECORD FOR MATERIALS CONSUMED

37.1 The contractor shall maintain and furnish to the Engineer the RECORD OF MATERIALS consumed in the works for each activity. The statement showing the theoretical vis-à-vis actual consumption of specified materials, such as structural /reinforcement steel, cement, bitumen, lead, paint etc., shall be enclosed along with the Running Bills submitted by the contractor. Contractor has to also furnish the test results of the materials used in the work as per IS specifications.

38 PROTECTION OF EMBEDMENTS BOLTS ETC.

38.1 The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedment's etc. from weather etc/ by greasing, rapping them with gunny bags or canvas or by any other means as directed by Engineer. Cost of such protections shall be deemed to be included in the rates quoted for the item.

39 CLEARANCE OF SITE AND REPAIRS.

39.1 Contractor has to clear the site / area where mechanical and electrical erection work is to be commenced / or in progress. The contractor shall remove construction materials and

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equipment lying in the vicinity and causing obstruction in the erection work within 24 hrs notice. In case, he fails to clear the site, this will be done at his risk & cost by .

40 QUALITY ASSURANCE

40.1 The contractor has to establish / arrange at site the field testing facilities for testing of civil construction materials and concrete cubes for ensuring the proper quality, grade and strength of the materials used in the construction in line with approved field quality check list. Contractor has to submit detailed report for testing of all material used etc. All testing shall be done as per IS code specifications/'s quality plan. If further test is required by the engineer to be carried from outside laboratory, the cost of the same shall be borne by the contractor.

41 COMPLETION OF WORK

41.1 The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.

41.2 SMB shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer. Such work however shall not be treated as have been completed until the extra works are executed to the satisfaction of Engineer. The Guarantee period shall commence only after handing over of the entire works. 42.18.3 The Engineer shall certify to the contractor the date on which the work is completed and the date thereof.

42 RECORDS AND MEASUREMENTS

42.1 All items having a financial value shall be entered in measurement Book so that a complete record is obtained of all works performed under the Contract.

42.2 Lump sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of SMB under the contract.

42.3 Work, which fails to be measured in details, shall be measured physically without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorized on the part of SMB and by the Contractor.

42.5 The Contractor shall, without extra charge, provide assistance with appliances and other things necessary for measurement and shall bear all the cost of measurement of his work.

42.6 Measurement shall be entered in Measurement Book and signed and dated by both parties each day at the site on completion of measurement. If the Contractor objects to any of the measurements recorded, a note to that effect will be made in Measurement Book or against the item or items objected to and such note shall be signed and dated by both the parties engaged in taking the measurement.

42.7 If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part the expense of such re-measurement shall be borne by the contractor.

42.8 If the Contractor's representative fails to attend when required, the Engineer shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the Contractor as final.

42.9 The Contractor shall, once in every month, submit to the Engineer details of his claims for the work done by him up to and including the previous month which are not covered

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by this Contract Agreement in any of the following respects:

- (a) Deviation from the items and Specifications provided in the Contract documents.
- (b) Extra items/new items of work.
- (c) Quantities in excess of those provided in the Contract Schedule. (d) Items in respect of which rates have not been settled.

43 METHOD OF MEASUREMENT

- 43.1 Method of measurements shall be as per standard specifications included in the tender. For other items measurements shall be as per relevant IS Codes.

44 DEVIATIONS

- 44.1 The Contractor shall not make any alteration in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer in writing and incorporated in the Contract.

- 44.2 The Engineer may deviate, either by way of addition or deduction, from the work so described, provided that the Contract sum is not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all additions and deductions shall be added to or deducted from the Contract sum. (Whenever the Engineer intends to exercise such a right his intentions shall specify the deviations which are to be made, the lump sum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract). Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer within seven days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the Contractor, he will be deemed to have accepted the order and the conditions stated therein.

45 VALUATION OF DEVIATIONS

Rates for deviated items or new items of work shall be as follows:

- 45.1 If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the work.
- 45.2 If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.
- 45.3 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses the rate for such part or parts will be determined by the Engineer on the basis of prevailing market rates when the work was done and the decision given in this behalf shall be final and binding on the Contractor. Rate analysis will be worked on CPWD manual of rate analysis as guidance.
- 45.4 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses, then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer of the rate at which it is his intention or charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer shall determine the rate or rates on the basis of prevailing market rates and pay the Contractor accordingly. However, the Engineer, by notice in

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writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstance the Contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account. Elements of profit, overheads, supervision and establishment charges, depreciation and maintenance will be taken as 15% over direct cost.

46 COMPLIANCE TO REGULATIONS AND BYELAWS

46.1 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carry out any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

47 FACILITIES TO BE PROVIDED BY / CONTRACTOR

47.1 The Contractor shall provide limited open space for office and store/ workshop at site free of rental charge as and where made available. It is the responsibility of the contractor to develop the space for construction of office sheds, to provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Contractor shall make water arrangement from the water pipe line of local network area. Contractor shall make his own arrangement of power through DG sets for construction purposes.

47.2 The land along with facilities and lease rent etc for labour colony shall be arranged by the contractor himself near to the site.

47.3 On completion / termination of the work, the Contractor shall remove all temporary structure built by him and restore the land in its original condition and the land shall be handed over to SMB. The Contractor at his cost shall remove debris generated from demolition of temporary structure. If the contractor fails to give vacant possession of the land as aforesaid in the original condition, the SMB reserves the right to withhold payment of Contractors bill till handing over of the vacant possession of the land and contractor shall be liable to pay compensation determined by SMB for such unauthorized occupation of land. The compensation shall be recovered from the bills of contractor, without any notice.

47.5 In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.

47.6 Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.

47.7 No claim for damages will be entertained on account of interruptions of water supply or limitation of quantity of water as aforesaid or on account of the water so taken being not fit for construction purposes or on any other account in connection with such water supply.

47.8 Construction waters shall arrangements by the contractor at his own cost.

47.9 In the event of poor or interrupted water supply at site, the contractor then has to make

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- his own arrangement for uninterrupted construction water supply so that work doesn't get affected. This arrangement of water supply shall be without any extra cost to the project.
- 47.10 The Contractor should make arrangements for storage of sufficient quantity of water to meet his requirement of two days in well-built water storage tanks with covered tops. The Contractor shall ensure that there is no wastage of water.
- 47.11 The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.
- 47.12 On completion of work or as and when required by, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of by the contractor at his cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of the Engineer in this regard shall be final.
- 47.13 No residential facilities shall be provided by SMB for contractor's employees/ workmen and associated agencies.

48 PROGRESS REPORTING

- 48.1 Contractor is required to draw mutually agreed monthly programme in consultation with the Engineer well in advance. Contractor shall ensure achievement of agreed programme and shall also timely arrange additional resources considered necessary at no extra cost.
- 48.2 Bi-monthly progress review meetings will be held at site during which actual progress during the period vis-a-vis scheduled programme shall be discussed for actions to be taken for achieving targets. Contractor shall also present the programme for subsequent week. The contractor shall constantly update / revise his work programme to meet the overall requirement. All quality problems shall be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.
- 48.3 The contractor shall submit weekly and monthly progress reports, materials reports, consumables report and other reports as per Performa considered necessary by the Engineer.

49 DRAWINGS AND DOCUMENTS

- 49.1 The detailed drawings, specifications available with engineers will form part of this tender specification. These documents will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.
- 49.2 Necessary drawings / documents to carry out the construction work will be furnished to the contractor by SMB (except those proposed to be prepared by contractor, as mentioned in this contract, if any) on loan which shall be returned to Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.
- 49.3 The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by Engineer. Contractor shall ensure use of pertinent

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drawings / data / documents and removal of obsolete ones from work place and return to SMB.

- 49.4 The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.
- 49.5 Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of SMB before commencement of work.
- 49.6 Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of the Engineer.

50 DELAYS AND EXTENSION OF TIME

- 50.1 The Contractor shall not be allowed any time extension of completion except in the following cases:
- (a) Force majeure conditions
 - (b) Major changes or substantial addition to work ordered by the Engineer adversely affecting the completion time.
 - (c) Any other circumstance of any kind whatsoever which may occur making the contractor entitled to an extension of time which, however, shall be in the absolute discretion of SMB. By reason of any other cause, which in the absolute discretion of the Engineer is beyond the Contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the Contract as a whole. Such extension, which will be communicated to the Contractor by the Engineer in writing, shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

The Contractor, upon happening of any such event shall immediately present the case. The request for extension of time shall be submitted by the Contractor in writing and based on the merit the case shall be considered.

The contractor shall not be eligible for any time extension on account of delay in procurement of materials.

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**SECTION- V
SPECIAL CONDITIONS OF CONTRACTS**

5. TIME SCHEDULE

- 5.1. The contractor is required to commence the work within 15 days from the date of issue of letter of intent unless SMB decides to fix any other later date.
- 5.2. Entire work as detailed in tender specification shall be completed within 18 months as per the programs / milestones indicated.
- 5.3. The date of start of work shall be taken as given in Letter of Award and the Contract Agreement.

6. TAKING OVER OF WORKS BY SMB

- 6.1. All works shall be taken over by SMB in part or in full when it has been completed in all respects and/or can be put to use satisfactorily. The complete work under the contract shall be taken over only after completion of all punch points, pending work, rework wherever required, site clearing and reconciliation of materials.
- 6.2. The guarantee period shall start only after the complete work under the contract has been taken over by SMB.

7. PRICE

- 7.1. Price quoted shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.
- 7.2. The quoted price shall include all taxes and duties on input materials and all taxes on Contract execution including Works Contract Tax.
- 7.3. All Taxes and Duties payable as extra to the quoted price should be specifically stated in the offer. SMB will not be liable for payment of Taxes and Duties not specifically mentioned in the offer.
- 7.4. No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

8 SALES TAX / WORKS CONTRACT TAX

- 8.1. Sales tax on transfer of property in goods involved in works contract is applicable as per laws in force in Meghalaya state .The contractor shall register him with the sales tax authorities of the state and submit proof of such registration to SMB along with the first RA bill. Deduction of tax at source shall be made as per the provisions of law. The TDS shall be deducted from the bills of the contractor and deposited with the Meghalaya trade tax authorities. Present rate of TDS on this account is 2 % (Two percent). If Meghalaya Trade tax authorities allows compounding scheme then the tax at source shall be deducted accordingly.
- 8.2. Contractor shall get his organization registered with concerned sales tax authorities within 30 days of award of this contract. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of

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time shall be allowed on this account. The sales tax registration for this contract shall be forwarded to SMB. In case the contractor is already registered for sales tax with Govt. Authorities he must quote his registration no., while submitting their tender.

- 8.3. Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this contract.

9 SERVICE TAX

- 9.1. Contractor's price/ rates shall be exclusive of service tax and cess on output services.
- 9.2. Contractor shall deposit the service tax with the concerned tax authorities, such amount will be paid by SMB. Contractor shall submit to SMB documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities. Contractor shall obtain prior written consent from SMB before billing the amount towards such taxes.
- 9.3. The prevailing rate of service tax is 18 % (Eighteen percent) effective from 01/01/2022, inclusive of education cess and under works contract (composition scheme for payment of service tax) Rules, 2007

10 INCOME TAX

- 10.1 Income Tax at the prevailing rate on gross value of work done and applicable surcharge and education cess shall be deducted from the running bills as per relevant rules unless exempted by the Income Tax Authorities.

11 NEW TAXES/ LEVIES

- 11.1. In case the Government imposes any new tax/ levy on the output services/ goods / work after the award of work, the same shall be reimbursed by SMB at actual. All necessary documents as required by SMB shall have to be provided by the contractor. However, in the event of delay in work execution solely attributable to the contractor the new taxes/ levies imposed during the delay period shall not be reimbursed to the contractor.
- 11.2. In case any tax/levy/duty etc becomes applicable after the date of bidder's offer, the bidder/ Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the Price Bid. Claim for any such impact after opening the price bid will not be considered by SMB for reimbursement of tax or reassessment of offer.
- 11.3. No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc on input goods/ services/ work shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc in his price bid.

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12 MODELITIES OF TAX INCIDENCE ON SMB

- 12.1. Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, SMB will have the right to adopt the appropriate one considering the amount of tax liability on SMB as well as procedural simplicity with regard to assessment of the liability. The option chosen by SMB shall be binding on the contractor for discharging the obligation of SMB in respect of the tax liability to the contractor.
- 12.2. The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, misc. charges, deposits, duties, tools, royalties, commissions or other charges which may be levied on the input goods and services delivered in course of his operations in executing the contract. In case SMB is forced to pay any of such taxes, SMB shall have the right to recover the same from his bills or otherwise as deemed fit.

13 RATE SCHEDULE CUM BOQ

- 13.1. Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates.
- 13.2. The Tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II - price bid. Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.
- 13.3. Quantities mentioned in the rate schedules are approximate only and liable for variation both on positive and negative sides. The tentative contract value (CV) for entire scope of work shall be calculated as per finally quoted / accepted item rates & the quantities indicated in Rate Schedule cum BOQ.
- 13.4. In addition to the above, the Contractor shall also submit the rates as asked for in the Annexure: SCC-III.

14 EVALUATION OF THE OFFERS

- 14.1. Comparison of the prices & determination of lowest bidder shall be as per Price Schedule for the complete scope.
- 14.2. The grand total price of all the items in BOQ shall be the basis for deciding the lowest bidder.

15 VARIATION IN SCOPE OF WORK / DEVIATION LIMIT

- 15.1. SMB reserves the right to add or delete items of scope of work depending upon the final requirement. For such addition or deletion the Contract price shall be adjusted based on the quoted unit price. Such variation is not expected to be more than +30%. The price quoted by the Contractor shall be valid for such variation. Variation beyond the above limit can be executed on mutually agreed rates.

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16 EXTRA WORK

15.1. The Contractor shall, when requested by SMB, perform extra work at mutually agreed rates.

17 TERMS OF PAYMENT

17.1. The Contractor shall be paid monthly running bill of the value of the work actually executed on site provided the work has been executed to the satisfaction of the Engineer.

17.2. 5% of the payment shall be retained by SMB against defects liability and shall be released on completion of the defects liability period after adjustment of the cost incurred by SMB on rectifying the defects if any in the works in case Contractor fails to rectify such defects.

17.3. From the amount payable, recovery such as advances, security deposit, taxes etc. would be made.

18 Defects Liability Period

18.1. The Defects Liability Period is 12 (twelve) months from taking over by SMB. During this period the Contractor shall rectify all defects in the works at his own cost.

19 PENALTY FOR DELAY

19.1. If the Work is not completed within the specified period and any extension thereof, the Contractor shall be liable to pay penalty for delay in completion of work @ 0.5% of the total Contract value for every week of delay or part thereof, subjected to a maximum of 10 % of the Contract value without SMB being required to establish and prove the actual loss/damage suffered by SMB on account of such delay.

20 COMPLETION CERTIFICATES/ NOC FROM LOCAL STATUTORY BODIES

20.1. Contractor has to arrange at his own cost to obtain building/ work completion certificates as required to be obtained from the local statutory bodies of central and state govt. However, any fees required for obtaining such NOCs shall be paid by SMB on production of relevant depository challans/ receipts from such Govt. authorities.

21 DRAWINGS

21.1. The construction of the works shall be taken up on the basis of construction drawings which shall be issued after award of the work

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**SECTION- VI
BIDDING FORMS**

FORM -A

Letter of Technical Bid

Ref: No.SMB/PW/252/2023-24/2,Dated 17th January 2024.

Dated:

To:
The Chief Executive Officer
Shillong Municipal Board

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued;
- (b) We offer to execute in conformity with the Bidding Documents the following Works: Construction and **“Re-development of the Slum Colony at the Sweeper line at Goraline Laitumkhrah,Shillong,East Khasi Hills,Meghalaya .”**
- (c) Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, are eligible to participate in this bid as per ITB
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB;
- (f) We are not a government owned entity / we are a government owned entity but meet the requirements of the qualifications criteria of this bid.
- (g) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer’s Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name:-

In the capacity of:-

Signed:-

Duly authorized to sign the Bid for and on behalf of:-

Date:-

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FORM -B

Letter of Financial Bid

[to be submitted in Financial Bid Envelope]

Ref: No.SMB/PW/252/2023-24/2,Dated 17th January 2024.

Dated:

To,
The Chief Executive Officer
Shillong Municipal Board

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued;

(b) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works: **“Re-development of the Slum Colony at the Sweeper line at Goraline Laitumkhrah, Shillong, East Khasi Hills, Meghalaya .”**

(c) The total price of our Bid is: _____% **AT PAR/ABOVE.**

(d) The total price for Soil testing, structural design and preparation of detail estimates is _____% **of the contract price excluding taxes.**

(e) Our Bid shall be valid for a period of **120 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name:-

In the capacity of:-

Signed:-

Duly authorized to sign the Bid for and on behalf of:-

Date:-

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FORM -C

Earnest Money Deposit (EMD)

(Bank Guarantee)

.....*Bank’s Name, and Address of Issuing Branch or Office*

Beneficiary:-

Name and Address of Employer:-

Date:-

Bid Security No:-

We have been informed that *name of the Bidder*. (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of Construction and : **“Re-development of the Slum Colony at the Sweeper line at Goraline Laitumkhrach, Shillong, East Khasi Hills, Meghalaya.”** Under Invitation for Bids No.SMB/PW/252/2023-24 /2 Dated Shillong the 17th January 2024.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee. At the request of the Bidder, we *name of Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures* (. *amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Financial Bid; or
- (b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (c) Having been notified of the acceptance of its Bid by the Employer during the period of bid validity,
 - (i) Fails or refuses to execute the Contract Agreement, or
 - (ii) Fails or refuses to furnish the Performance Security, in accordance with the ITB or
 - (iii) Fails or refuses to furnish a domestic preference security, if required. This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and
- (b) If the Bidder is not the successful Bidder, upon the earlier of
 - (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or
 - (ii) Twenty-eight days after the expiration of the Bidder’s bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.
.....*Bank’s seal and authorized signature(s)*

Note: All italicized text is for use in preparing this form and shall be deleted from the final document.

**“Re-development of the Slum Colony at the Sweeper line at Goraline
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FORM –D1

Construction Schedule

(Note: Evaluation of the Bidder’s Construction Schedule will include an assessment of the Bidder’s technical capacity to mobilize equipment for the Contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements as specified.

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FORM –D2

Bidder’s Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

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FORM –E1

Bidder’s Information

Bidder’s legal name	
In case of JV, legal name of each partner	
Bidder’s country of constitution	
Bidder’s year of constitution	
Bidder’s legal address in country of constitution	
Bidder’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered less than 1 Above required to comply with ITB.</p>	

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FORM –E2

JV Information

Each member of a JV must fill in this form

Bidder’s legal name	
JV Partner’s or specialist Subcontractor’s legal name	
JV Partner’s or specialist Subcontractor’s country of constitution	
JV Partner’s or specialist Subcontractor’s year of constitution	
JV Partner’s or specialist Subcontractor’s legal address in country of constitution	
JV Partner’s or specialist Subcontractor’s authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p><i>Attached are copies of the following original documents.</i></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above.</p>	

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FORM -F

Pending Litigation

Each Bidder or member of a JV must fill in this form if so required under Section (Evaluation and Qualification Criteria).

<input type="checkbox"/> No pending litigation			
<input type="checkbox"/> Below is a description of all pending litigation involving the Bidder (or each JV member if Bidder is a Joint Venture)			
Year	Matter in Dispute	Value of Pending Claim in INR or its US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

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FORM –G1

NETWORTH OF BIDDER

Each Bidder or member of a JV must fill in this form.

Financial Data for Previous Three Years [INR or its US\$ Equivalent]		
Year 1: 2020-2021	Year 2: 2021-2022	Year 3: 2022-2023

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Attached are copies of financial statements (balance sheets including all related notes, and income Statements) for the last three (3) years, as indicated above, complying with the following conditions.

- Entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries or affiliates.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

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FORM –G2

Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed.

The information furnished must be related to the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries or affiliates.

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	Amount Currency	Exchange Rate	INR or its US\$ Equivalent
Average Annual Construction Turnover =			

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FORM –G3

Availability of Financial Resources

Bidders shall specify proposed sources of financing, such as liquid assets, lines of credit, and other financial resources, other than any contractual advance payment available to meet the financial requirements for the subject contract or contracts, as indicated in Form-G4. The information furnished must be related to the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries or affiliates.

Bidder shall also submit certificates issued by the respective Bank or Financial Institution in respect of Cash-Credit Limit sanctioned by the Bank or Financial Institution, if Bidder intends to claim any such financial resource. Such certificate of Cash-Credit Limit should have been issued not before one year prior to the deadline for bid submission and should be valid as on the deadline for bid submission.

Financial Resources		
No	Source of financing	Amount (INR

Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.

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FORM –G4

Current Commitments

Bidder (or each JV partner) should provide information indicated below in order to calculate the aggregated financial resources requirement, which requirement equals the sum of: (i) the Bidder’s (or each JV partner’s) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

No.	Name of Contract	Employer’s Contact (Address, Tel, Fax)	Contract Completion Date	Remaining Contract Period in months (A)1	Outstanding Contract Value (B)2	Monthly Financial Resources Requirement (B / A)
A. Cumulative Financial Resources Requirement for Current Contract Commitments3						Rs.
B. Financial Resources Requirement for Subject Contract (Employer to specify)						Rs.
Financial Resources Requirement (Sum of A and B)						Rs.

1. Remaining contract period to be calculated from 28 days prior to bid submission deadline.
2. Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline (INR or its US\$ equivalent based on the foreign exchange rate as of the same date).
3. Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:

*Estimated Contract Value (Inclusive of Taxes and Duties)
Completion Period in Months*

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FORM –H

Work Experience: Contracts of Similar Size and Nature

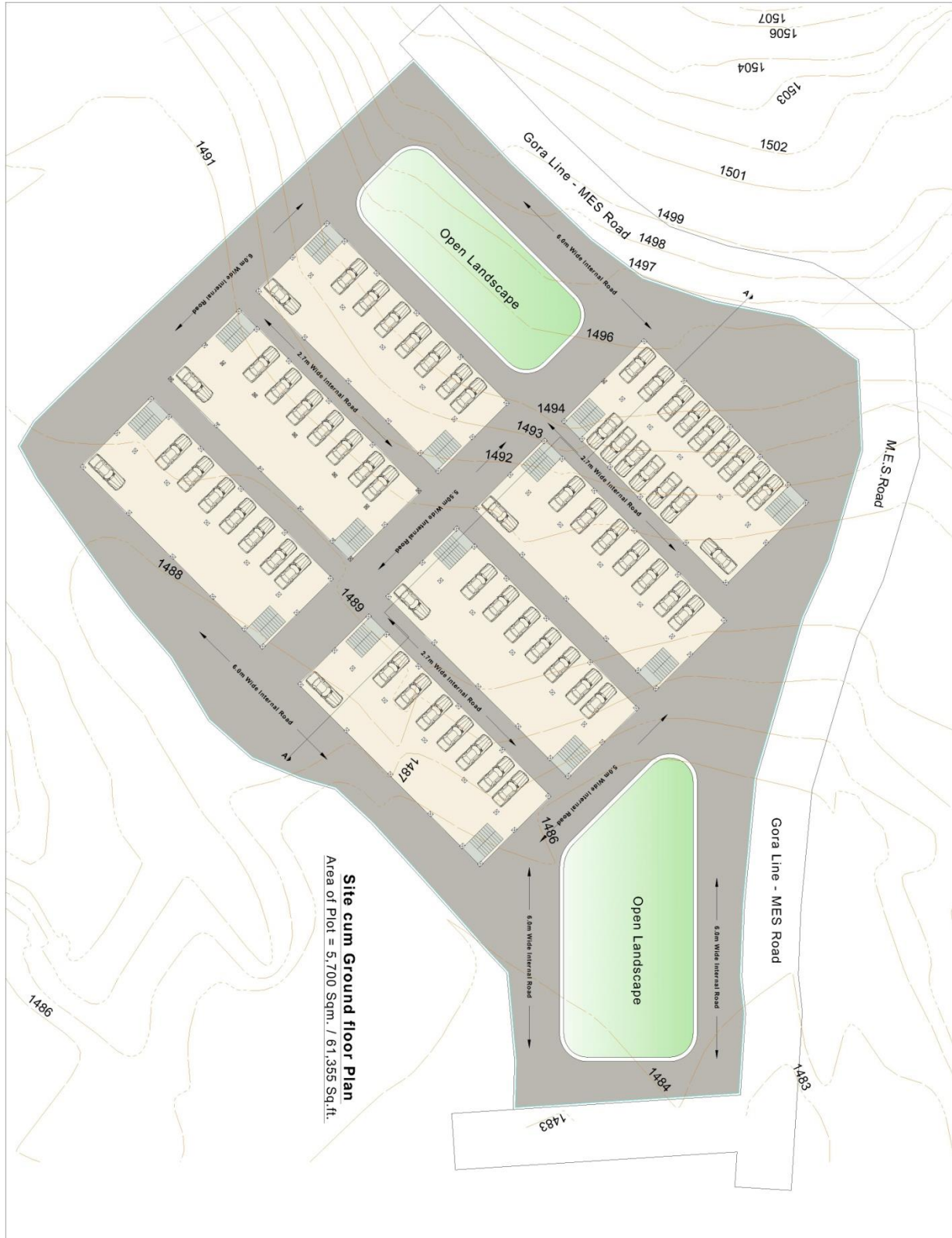
Fill up one (1) form per contract.		
Contract No Of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount(INR)		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer’s Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 2.4.1 of Section		
Participation within the last 5 (five) years that has been successfully or substantially completed and duly certified by employer that is similar to the proposed works, where the value of the Bidder’s participation in: <ul style="list-style-type: none"> <i>a. At least one contract for construction of any type of RCC building exceeding Rupees 2670.00 lakhs.</i> <i>b. At least two contract for construction of any type of RCC building exceeding Rupees 1335.00 lakhs.</i> <i>c. At least three contract for construction of any type of RCC building exceeding Rupees 835.00 lakhs.</i> 		

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**SECTION- VII
DRAWINGS**



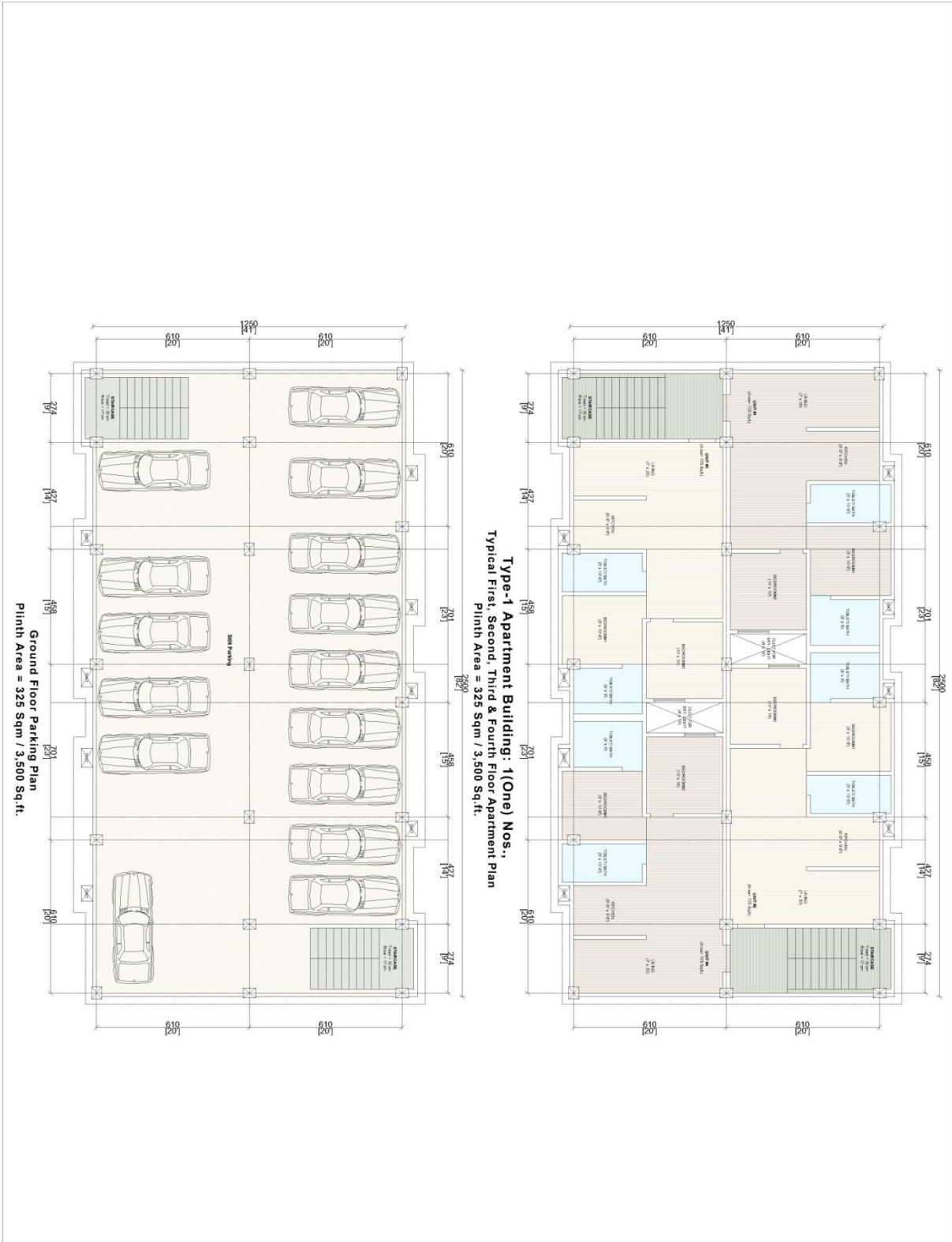
“Re-development of the Slum Colony at the Sweeper line at Goraline Laitumkhrach, Shillong, East Khasi Hills, Meghalaya”





Site cum Ground floor Plan
Area of Plot = 5,700 Sqm. / 61,355 Sq.ft.

<p>" RE-DEVELOPMENT OF THE SLUM COLONY AT THE SWEEPER LINE AT GORALINE LAITUMKHAH, SHILLONG, EAST KHASI HILLS, MEGHALAYA ."</p>		<p>SHILLONG MUNICIPAL BOARD BISHOP COTTON ROAD SHILLONG-01</p> <p><small>NOTE: DRAWINGS NOT TO BE SCALED, ONLY TO BE READ. ALL DIMENSIONS ARE IN CM / FT OR OTHERWISE MENTIONED. THE UNDERSIGNED SHALL NOT BE HELD RESPONSIBLE FOR ANY VIOLATION CARRIED OUT AT THE SITE WITHOUT THE KNOWLEDGE OF THE CONSULTANT.</small></p>	<p>CONTENT : SITE PLANS</p> <p>SCALE: NTS</p> <p>DRG. NO.: 02</p>	
			<p>Date: 05-01-2024</p>	

“Re-development of the Slum Colony at the Sweeper line at Goraline Laitumkrah, Shillong, East Khasi Hills, Meghalaya”



<p style="text-align: center;">"RE-DEVELOPMENT OF THE SLUM COLONY AT THE SWEEPER LINE AT GORALINE LAITUMKRAH, SHILLONG, EAST KHASI HILLS, MEGHALAYA ."</p>		<p style="text-align: center;">SHILLONG MUNICIPAL BOARD BISHOP COTTON ROAD SHILLONG-61</p> <p style="font-size: small;">NOTE: DRAWINGS NOT TO BE SCALED. ONLY TO BE READ. ALL DIMENSIONS ARE IN CM / FT OR OTHERWISE MENTIONED. THE LICENSING ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR ANY VIOLATION CARRIED OUT AT THE SITE WITHOUT THE KNOWLEDGE OF THE CONSULTANT</p>	<p>CONTENT : FLOOR PLANS</p> <p>SCALE: NTS</p> <p>DRG. NO.: 03</p>		<p>Date: 05-01-2024</p>
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“Re-development of the Slum Colony at the Sweeper line at Goraline Laitumkhrach, Shillong, East Khasi Hills, Meghalaya”



"RE-DEVELOPMENT OF THE SLUM COLONY AT THE SWEEPER LINE AT GORALINE LAITUMKHAH, SHILLONG, EAST KHASI HILLS, MEGHALAYA ."



SHILLONG MUNICIPAL BOARD
BISHOP COTTON ROAD
SHILLONG-01

NOTE: DRAWINGS NOT TO BE SCALED. ONLY TO BE READ. ALL DIMENSIONS ARE IN CM / FT OR OTHERWISE MENTIONED. THE UNDERSIGNED SHALL NOT BE HELD RESPONSIBLE FOR ANY VIOLATION CARRIED OUT AT THE SITE WITHOUT THE KNOWLEDGE OF THE CONSULTANT.

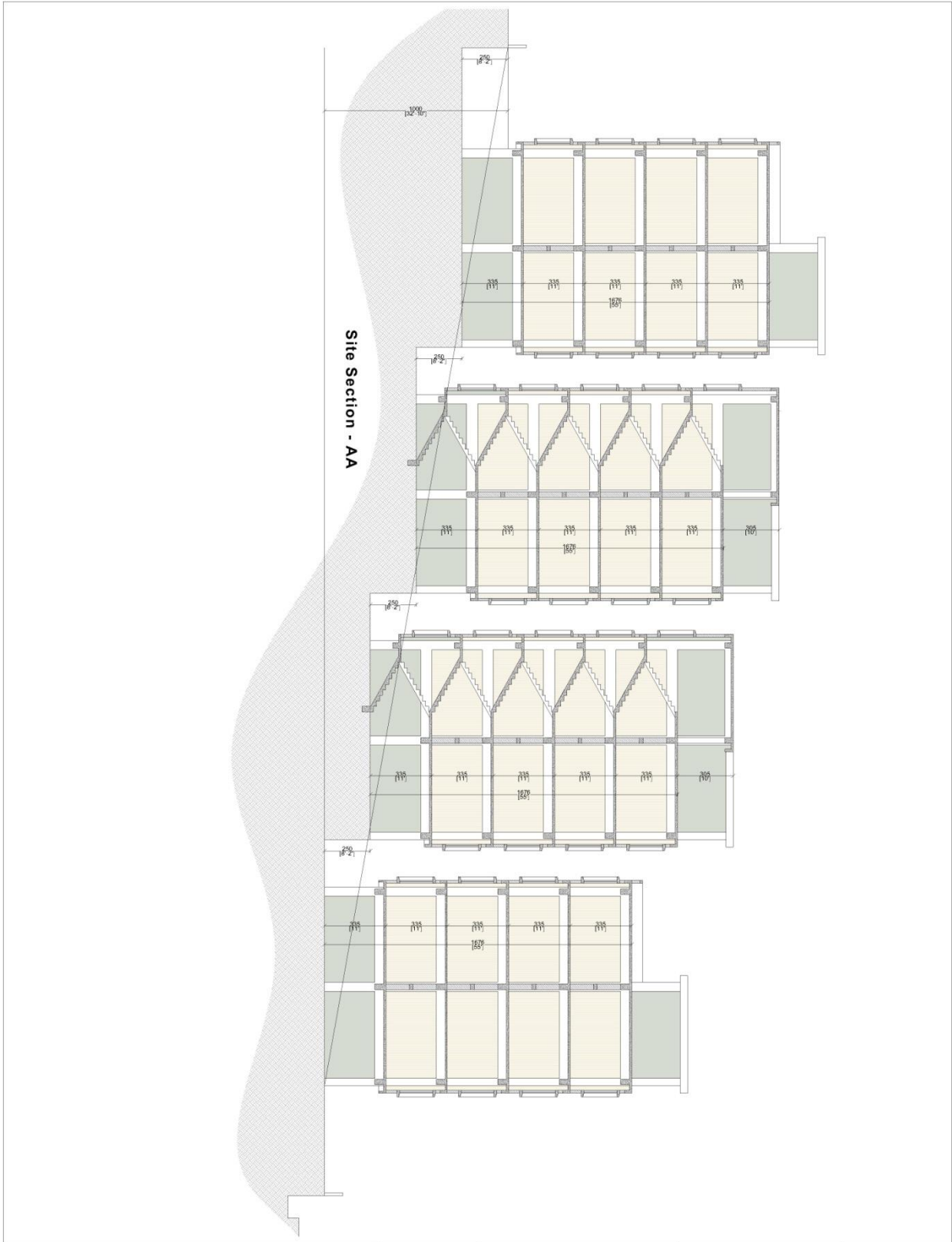
CONTENT : FLOOR PLANS

SCALE: NTS
DRG. NO.: 04



Date: 05-01-2024

“Re-development of the Slum Colony at the Sweeper line at Goraline Laitumkhrach, Shillong, East Khasi Hills, Meghalaya”



<p style="font-size: small;">" RE-DEVELOPMENT OF THE SLUM COLONY AT THE SWEEPER LINE AT GORALINE LAITUMKHAH, SHILLONG, EAST KHASI HILLS, MEGHALAYA. "</p>	<p>SHILLONG MUNICIPAL BOARD BISHOP COTTON ROAD SHILLONG-01</p> <p style="font-size: x-small;">NOTE: DRAWINGS NOT TO BE SCALED. ONLY TO BE READ. ALL DIMENSIONS ARE IN CM / FT OTHERWISE MENTIONED. THE UNDERSIGNED SHALL NOT BE HELD RESPONSIBLE FOR ANY VIOLATION CARRIED OUT AT THE SITE, WITHOUT THE KNOWLEDGE OF THE CONSULTANT.</p>	<p>CONTENT : SITE SECTIONS</p> <hr/> <p>SCALE: NTS</p> <hr/> <p>DRG. NO.: 05</p>	<hr/> <p>Date: 05-01-2024</p>
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