



## **REQUEST FOR PROPOSAL**

### **Selection of Contractor for Interior Furnishing, Civil and Electrical works for the Extended ACCF Office**

**RFP No.: ACCF/HO Extension/2022-23/55**

**dated 03.09.2022**

#### **ASSAM CANCER CARE FOUNDATION**

3rd floor, V.K. Trade Centre, G.S. Road, Opposite Downtown Hospital,

Guwahati, Assam – 781022

Telephone: +91-9085202020

E-Mail: [procurement@accf.in](mailto:procurement@accf.in), Website: [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org)

**Notice Inviting Proposal**  
**ASSAM CANCER CARE FOUNDATION**

3rd floor, V.K. Trade Centre, G.S. Road, Opposite Downtown Hospital,

Guwahati, Assam – 781022

Telephone: +91-9085202020 E-Mail: [procurement@accf.in](mailto:procurement@accf.in),

Website: [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org)

**Reference No: ACCF/HO Extension/2022-23/55**

**ONLINE REQUEST FOR PROPOSAL (RFP) for Selection of Contractor for Civil, Interior Furnishing and Electrical works for the Proposed ACCF Office Renovation 4th Floor. At Guwahati, Assam.**

<b>Date of issue of the RFP</b>	03.09.2022
<b>Pre-Bid Meeting</b>	09.09.2022 at 14:30 Hrs at ACCF Office/ MS Teams ID will be published in ACCF Website <a href="http://www.assamcancercarefoundation.org">www.assamcancercarefoundation.org</a>
<b>Last date and time of Proposal submission (Online)</b>	26.09.2022 till 1400 Hrs
<b>Last date and Time for submission of hard copies of key documents.</b>	26.09.2022 till 1500 Hrs
<b>Date &amp; Time for opening of technical proposal</b>	After 2 hrs from last date and time of bid submission.
<b>Date &amp; Time for opening of financial proposal</b>	To be notified once the technical proposal evaluation is complete.
<b>Address for Communication</b>	<b>ASSAM CANCER CARE FOUNDATION</b> 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91-9998515371, E: <a href="mailto:procurement@accf.in">mailto:procurement@accf.in</a> W: <a href="http://www.assamcancercarefoundation.org">www.assamcancercarefoundation.org</a>
<b>Tender Fee</b> (non-refundable)	<b>Rs 1,000/- (Rupees two Thousand)</b> only in the form of online via e portal <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
<b>Bid Security/EMD</b>	<b>EMD: Rs.1,00,000/-</b> EMD shall be deposited through Online in tender portal i.e., <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> For FDR/BG/TDR (pledged in the name of Assam Cancer Care Foundation) if opted for, Originals should reach the ACCF office within the submission deadline. Any EMD received after the deadline will lead the bid to be rejected. Any delay by post or courier shall not be entertained.
<b>Duration of Assignment</b>	<b>45 days</b> from the date of LOI/WO.

**Note:**

- (i) The above timelines are indicative, and ACCF reserves the right to change the timelines as per the requirement.
- (ii) In the event of any of the above-mentioned dates being declared as a holiday for the Proposal Inviting Entity then the event or activity shall be postponed to the next working day at the appointed time
- (iii) All applicants must furnish Bid Security and Tender Fee of the amount and in the manner as asked for. Proposal without Bid Security & Tender Fee shall be liable for rejection summarily.

S/d  
Assam Cancer Care  
Foundation  
Guwahati, Assam

## **INSTRUCTIONS TO BIDDERS:**

### **General Instructions:**

The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e., <https://assamtenders.gov.in>) within due date of submission.

All documents including duly filled up forms, formats, instruments and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorized to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.

Proposal shall be typed or written in indelible ink and shall be signed by a person or person(s) duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initialed by the person or persons authorized to sign.

Proposals shall be digitally signed as per Class 3 digital certificate by a person or person(s) duly authorized to sign on behalf of the Applicant for online submission.

The Applicant is required to submit the hard copies of selected key documents of the technical proposal within due date of submission of the proposal. The hardcopies shall include following documents:

- I. EMD (Bid Security) and Processing/Tender Document Fee (if not paid online)
- II. Declaration as per Annexure-2
- III. Original Power of Attorney Document or certified copy of the Board Resolution (in case of Company) authorizing the Signatory.

The Applicant can submit above hard copies either through courier or by hand (with acknowledgement) in the address given below. Non-submission of hard copies within due date and time shall be treated as no-bid and render the bid liable for rejection.

**To,  
Chief Operating Officer (COO),  
ASSAM CANCER CARE FOUNDATION  
3rd floor, V.K. Trade Centre, G.S. Road,  
Opp. Down Town Hospital, Guwahati 781022, Assam.**

General guidance for e-Tendering Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractor/bidders to participate in e-Tendering.

## **Registration of Contractor/bidder**

Any contractor/bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through online bidder enrollment in <https://assamtenders.gov.in> (the web portal of Assam Govt. e Tendering). The contractor/bidder/bidder is to click on the Online Bidder Enrollment link for creating their account and register their login Id and Password.

Digital Signature certificate (DSC)

Each contractor/bidder is required to obtain a Class-III Digital Signature Certificate (DSC) (only signing certificate is required) for submission of tenders.

Downloading of Bid Documents: The contractor/bidder/bidder can download NIT & Bidding Documents from <https://assamtenders.gov.in>. There is also different search method for searching of published tenders. For downloading the tender documents or to view the information of a tender Digital Signature Certificate is not mandatory. DSC is mandatory only to submit the Bid.

Participation in more than one work: A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

Seeking Clarification: Bidders have to ask any kind of clarification through “Seek Clarification” Tab available at <https://assamtenders.gov.in>. Clarification asked through any other mode will not be accepted.

Amendment of Bidding Documents:

- a. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website <https://assamtenders.gov.in> under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have moved this tender to their “My Tenders” area.
- b. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their “My Tenders” area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document.
- c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.
- d. In case a bidder has already submitted the bid before corrigendum & he/she will be allowed to resubmit the updated bid again without any additional cost of EMD. In that case his updated bid shall be taken for evaluation.

## **Submission of Tenders**

General process of submission, Tenders are to be submitted online through the website <https://assamtenders.gov.in>. The tender is a two cover system and the bidder has to upload their documents as specified in each cover (folder), the first folder is for Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

#### **A. Technical proposal**

The Technical proposal should contain scanned copies of the following in two covers (folders).

A-1. Statutory Cover Containing (Please make a list of required documents)

- i) Technical Documents
- ii) Eligibility Documents

Note: - Failure of submission of any of the above mentioned documents will render the tender liable to be summarily rejected for both statutory & non statutory cover.

#### **B. Financial proposal**

The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document. The bidder has to download the given format ("BoQ", a.xls file) from the respective tender published at <https://assamtenders.gov>, enter rate into the specified cell and upload the same into the folder named "BOQ" on the website <https://assamtenders.gov.in> at the appropriate place.

- i. Don't try to rename the file. After entering the rates only save (don't use "Save as" option) and upload it. Important: The Price Schedule are to be uploaded only in e-procurement portal; no hard copy of the same is required to be submitted. Bidder shall quote rate per piece and for destination specified in the bid. Submission of Financial bid along with Technical bid shall lead to disqualification of the bid.

#### **Withdrawal of Bid**

Bidder can withdraw their bids before online bid submission closing date. But after online withdrawal, System will not allow that bidder to participate in the same tender again.

#### **Resubmission**

Bidder can resubmit their bids more than one number of time before the online bid submission closing date and time. In that case his updated bid shall be taken for evaluation.

#### **Help Desk**

Help Desk numbers for any kind of support related to e-Procurement: Local Language Support: 1800 2121 18866(Ext. 2)

0361 - 234 7144, 223 7188 (9:30 am to 5:30 pm)

(Language: Assamese/Bengali/Hindi/English)

24 x 7 Help Desk Number: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

International Bidders are requested to prefix 91 as country code. (Language: Hindi/English)

e-Procurement Project Manager: 6901 007390

## **INSTRUCTIONS TO TENDERERS- E TENDERING**

### **1 Disclaimer**

- 1.1 This RFP is issued by Assam Cancer Care Foundation (“ACCF” or “Client”)
- 1.2 The information contained in this RFP document or information that may be subsequently provided to the interested applicants (“Applicant” or “Bidder” or “Tenderer”), whether verbally or in documentary or any other form by or on behalf of Client or any of their authorized employees or advisers or representatives, would be subject to the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 1.3 This RFP is neither an agreement nor an offer by the Client to the prospective Applicant or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation and submission of their Proposals pursuant to this RFP.
- 1.4 This RFP includes statements, which reflect various assumptions and assessments made by the Client in relation to the scope of work contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
- 1.5 This RFP may not be appropriate for all persons, and it is not possible for the client and its employees, advisor or consultant to consider the objectives, technical expertise and particular needs of each party who needs or uses this RFP.

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or entirely correct. Each prospective Applicant should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Bill of Quantities (BOQ), which form part of this tender document is indicative and the client is not responsible for their accuracy.

- 1.6 Information provided in this RFP to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.7 The Client, its employees, advisers, and representatives make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way in this pre-qualification/shortlisting process
- 1.8 This RFP and the information contained herein are to be used only by the person to whom it is issued and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this RFP, the confidentiality obligations under this RFP or subsequent tender or contract shall continue to be binding on and adhered to by the Applicant.
- 1.9 The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
- 1.10 Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 1.11 The issue of this RFP does not imply that the client is bound to select an applicant or to appoint the selected applicant, as the case may be, and client reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.



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**VOLUME -I**

**RFP- INSTRUCTIONS TO BIDDERS**

## **2.1 Scope of Bid:**

**2.1.1** Civil, Interior Furnishing and Electrical works for the Proposed ACCF Office Renovation 4th Floor at Guwahati, Assam considering the details provided in the Tender Documents.

**2.1.2** The successful Bidder shall be required to complete the Works by the intended Completion Date specified in the Tender Documents.

**2.1.3** Details are given below:

<b>Category</b>	<b>Site Location</b>	<b>Built up Area (Sq. Ft)</b>
ACCF HO	4 <sup>TH</sup> FLOOR, V K TRADE CENTER, OPP. DOWN TOWN HOSPITAL, GS ROAD, GUWAHATI, ASSAM-781022	2800 approx.

**2.1.4** As part of this RFP, the Client has provided Schematic 3D Presentation for look and feel, Bill of Quantity and other Technical Documents for each category.

**2.1.5** The client reserves the right to delete or add one or more items in the scope of works based on prevailing situation during the contract duration.

**2.1.6** Timeline for completion:

<b>Category</b>	<b>Completion Timeline from the date of issuance of Work Order</b>
ACCF HO	45 Days

**2.1.7** Completion Timeline shall include time required for Contractor to mobilize resources at site location as well as preliminary site set up and site clearance. Availability of site for considering the start date for contractor shall be based on intimation from Client.

**2.1.8** The Bidder shall consider Design Document and BOQ for each Category to submit the Bid.

**2.1.9** The Bidder shall bid on a competitive basis and fair pricing. The Bidder should not bid with selective pricing method, if the strategy of pricing is found to be selective, the Client shall reserve the right to reject the proposal of bidder at his total discretion without any further explanation. The Bidder shall use substantial precautions while submitting the Bid.

- 2.1.10** Bidding shall bid after self-evaluating the available Bidding Capacity of the Bidder. If the Bidding Capacity is not available for the site, the bidder shall not bid. The selection of successful Bidder(s) shall be based on the site wise lowest bid to the Client or subject to Clause 2.1.16. ACCF reserves the right to call for L1 rate matching from L2/L3/L4...bidders in case L1 backs out or not able to complete the project or not meeting the standards of tender.
- 2.1.11** The Contract shall be Price Base Contract with schedule of rates based on Bill of Quantities (BOQ) to the most preferred Bidder(s) selected as per the evaluation method proposed in this RFP. The Final payment value shall be arrived at based on approved site measurements for quantities and the schedule of rates for the relevant BOQ pursuant to the Work Order issued for the relevant phase.
- 2.1.12** Considering the need for timely execution of the Contract and to de-risk the Client during the construction period, Client reserves the right to split the Contract among more than one Bidder by awarding the Contract on a Site basis, as it may deem necessary based on the least cost financial Bid for certain fixed item. However, the intention of the Client is to award the Contract to a single Bidder for uniformity subject to availability of Bidding Capacity and least cost bid.
- 2.1.13** The bidder shall provide the basic rate of major material (i.e. stone, tiles, ply, laminates, Veneers, Gypsum Board etc.) which are being used as a reference to do the financial assessment of bid. The intent of having these basic rates with respect to make of material is to explore the possibility to have credit of savings on the account of sourcing them at a cheaper rate by the Client. The respective difference shall be reduced from Bidder item rate or contract value and same amount shall be credited to client without any reservation, claims and legal obligations from the Bidder. The idea of basic rates is exclusively for exploring the opportunity to save the money on Client account and to validate the Bid Price assumptions. No escalation shall be paid to bidder on basic rates in case of increase in any of materials or labor during the entire phase of execution of works.

## **2.2 Participation in RFP:**

- 2.2.1** Bidders shall pay the cost of bid document as mentioned in NIT by way of online portal.
- 2.2.2** Online submission of Bid is mandatory at [www.assamtenders.gov.in](http://www.assamtenders.gov.in) . Manual submission (without online submission) of bid will be considered as invalid.

## **2.3 Bid Security:**

**2.3.1** The Bidder shall furnish, as part of his Bid, a Bid Security. The Bid Security shall be in favour of Assam Cancer Care Foundation, payable at Guwahati in one of the following forms:

- (a) Bank Guarantee from any Nationalized / Scheduled Commercial Bank in India (A written confirmation in the Bank's letter head confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
- (b) Fixed Deposit Receipt issued by any Nationalized /Scheduled Commercial Bank in India or a foreign Bank approved by R.B.I., acceptable to ACCF.
- (c) NEFT/RTGS via online portal to the e-tender portal.

In case of NEFT/RTGS, bidder is required to provide UTR details in its bid for easy identification of the transferred amount.

**2.3.2** Bid Security shall be valid for 120 days from the last date of Bid submission.

Unless there is any challenge on the Bid/ Bid process in any court of law, the Bid Security of unsuccessful bidders will be returned within 30 days from award of Contract or after disqualification of particular bidder in the tender.

**2.3.3** The Bid Security of the successful Bidder will be released only when the bidder has signed the Contract and furnished the Performance Security.

**2.3.4** The Bid Security may be forfeited

- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- b) If the Bidder does not accept the correction of the Bid Price, pursuant to correction of errors;
- c) If bidder submits false or misleading information to gain the contract; or
- d) In case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - i) Sign the Agreement; or
  - ii) Furnish the required Performance security.

**2.3.5** Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in the RFP and Client retains the right to reject the Bid in summary.

**2.3.6** Participation of bidders in a consortium &/or in Joint venture will not be allowed.

## **2.4 Technical Evaluation of Bidders:**

**2.4.1 Project Specific Technical Requirement (100% Weightage):**

- (a) Bidder shall submit details on Contract execution strategy covering relevant areas including but not limited to the following:
  - (i) Experience in Similar Works.
  - (ii) Turnover
  - (iii)
  - (iv) Management and Engineering team structure (Organogram)
- (b) Refer [Annexure 8](#) and [Annexure 9](#) for the scorecard and detailed format for submission.
- (c) Bidders are compulsorily required to submit a summary report of technical bid submissions as given in Annexure 9 of this RFP document.
- (d) All the submissions for technical evaluation shall be done only through soft copy submitted by the bidders on e Tender website.
- (e) Bidders are expected to submit hard copies of EMD, Declaration and Power of Attorney only in original.

#### **2.4.2 Eligibility criteria**

The bidder shall be considered for the technical marks evaluation only upon qualifying the following criteria.

- (a) The bidding company has an experience of 3 or more years working in the similar industry.
- (b) The bidding company should have had an average annual turnover of more than INR 1 Crores. Turnover for FY 21-22 may also be considered in lieu of FY 18-19. The format for conveying turnover details is given in [Annexure 3](#)
- (c) The bidder should have executed one single similar work (i.e. Interior fit-out work) of minimum Rs. 50 Lakhs (in any of last five FYs).
- (d) Technical scoring shall be made and if bidder meets the minimum score criteria, then only Financial bid shall be opened.
- (e) Previous executed interior works may be visited by ACCF team for checking the quality and timely completion. If not found satisfactory the bid may be rejected.

**2.4.3** The financial bid of the technically qualified bidders (i.e. bidders scoring minimum qualifying marks) shall be opened in the predetermined date and time. The actual date of financial bid opening shall be communicated to the technically qualified bidders or published in the e-tender portal.

**2.4.4** Contract shall be awarded to the technically qualified bidder (those have secured the qualifying mark and as per eligibility criteria) having lowest financial quote and accordingly issue Letter of Award/ Acceptance inviting for the execution of the contract, subject to Clause 2.30.1. ACCF, however, is in no way obliged to award the contract to the least cost Bidder or assign any reason whatsoever for the same. ACCF may also cancel the RFP, if the L1 price as discovered is found to be un unreasonable or for any other reason ACCF finds fit for cancellation.

**2.5 One Bid per Bidder**

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

**2.6 Subcontracting of entire Works prohibited:**

Bidder shall not subcontract the entire scope of Work as per the Contract awarded to the Bidder to any other party. However, subcontracting shall be permitted for individual packages to different subcontractors for each package, subject to prior approval from Client / Engineer.

**2.7 Cost of Bidding**

The bidder shall bear all costs associated (Direct and Indirect) with the preparation and submission of this Bid. ACCF or Engineer will in no case be responsible and liable for these costs.

**2.8 Site Visit**

The Bidder, if it desires so, at its own responsibility and cost may visit and examine Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract with respect to the Work. Visiting the Site shall be at the Bidder's own expenses. Nothing shall be payable to bidder on this account.

**2.9 Bid Documents:**

**2.9.1** The set of bidding documents comprises the documents listed below:

Particulars	Volume no.
<b>TECHNICAL DOCUMENTS</b>	
RFP -Instructions to Bidders	I
General Conditions of Contract	II
Special Conditions of Contract	III
Technical Specifications	IV
Drawings and Other Technical Documents	V
Bill of Quantities	VI
ANNEXURES	VII

- 2.9.2** The Bidder is expected to examine carefully all instructions, Conditions of Contract, forms, terms, and Technical Specifications, Bill of Quantities, Appendix / Annexure and reference 3D views in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the bidder's own risk. Bids, which are not substantially responsive to the requirements of the Bid Documents shall be rejected.
- 2.10** Clarification of Bidding Documents
- (a) Bidder requiring any clarification with respect to the RFP shall write to the email id at [procurement@accf.in](mailto:procurement@accf.in) on or before the due date for seeking clarification. Responses will be shared to all Bidders via the online portal or website [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org), including a description of the enquiry but without identifying its source.
- 2.11** Pre-bid meeting
- (b) The Bidder or his official representative is invited to attend a pre-bid meeting which will take place as indicated in the calendar of Events.
  - (c) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
  - (d) The Bidder may submit any questions in writing to the email id provided.
  - (e) Clarification / Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given will be transmitted to all Bidders. Any modification of the Bidding Documents listed in Clause 2.9.1 which may become necessary as a result of the pre-bid meeting shall be made by ACCF exclusively through the issue of an Addendum/corrigendum pursuant to Clause 2.12.
  - (f) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 2.12** Amendment of Bidding Documents
- (a) Before the deadline for submission of Bids, ACCF may modify the bidding documents by issuing addenda.
  - (b) Any addendum thus issued shall be a part of the Bidding Documents and shall be communicated to the Bidders in such form and manner as may be decided by ACCF.
  - (c) To give prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, ACCF, at its discretion, would extend as necessary the deadline for submission of bids.



**2.13** Language of the Bid: All documents relating to the bid shall be in the English Language.

**2.14** Two Bid system: The Bids to be submitted by the Bidder shall be categorized as Technical Bid and Financial Bid. The bidder should submit both the bids in two separate envelopes properly sealed.

**2.15 Technical Bid:**

**2.15.1** As part of this RFP, the Bidders shall submit Technical Bid, which shall consist of the following:

- (a) Bid Form giving details of **quoted location**. (Ref. [Annexure 1](#))
- (b) Technical details as per clause 2.4.1
- (c) Bid Security as specified in this RFP (Annexure 5)
- (d) Undertaking that the Bid shall remain valid for the Bid Validity Period (as per Annexure 6)

**2.16 Financial Bid:**

**2.16.1** Financial evaluation of the bid shall be done in soft copy only. Hard copy will not be considered.

Financial Bid shall comprise of the following:

- (a) Bid Price for location together shall be as follows:

Category	Location	BOQ Price in INR	GST	Total Amount in INR
ACCF HO	Expansion of ACCF HO on 4 <sup>th</sup> Floor V K trade center, Opp down town hospital at Guwahati			

**2.16.2** Bidders may consider the geographical spread of site location while providing Financial Bid for each site and the scale benefits arising out of bidding for the location.

**2.16.3** Items for which no rate or price is entered by the Bidder will not be paid for by ACCF when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

**2.16.4** A Financial Bid without any mention of bid price in the Form of Bid shall be treated as invalid / non-responsive and shall not be considered for evaluation.

**2.16.5** All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates quoted against the BOQ and

Total Bid Price submitted by the Bidder. Only GST shall be considered as over and above the Total Bid Price to arrive at Total Price for the Contract. GST shall not be taken into account while comparing the bid price to arrive on L1 rates.

- 2.16.6** The rates and prices quoted by the Bidder shall be fixed and without any escalation till the completion of the projects and shall not be subject to adjustment of rates on any account. Quoted rates shall be valid for one year from the date of bid submission.

**2.17 Currencies of Bid and Payment:**

- 2.17.1** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees, subject to applicable withholding taxes, if any.

**2.18 Bid Validity**

- 2.18.1** Bids shall remain valid for a period not less than 120 days after the deadline date for Bid submission specified in the Calendar of Events. A Bid valid for a shorter period shall be rejected by ACCF as non-responsive. In case of discrepancy in Bid validity period between that given in the undertaking pursuant to Clause 2.16.1 and Form of Bid submitted by the Bidder, the later shall be deemed to stand corrected in accordance with the former.

- 2.18.2** In exceptional circumstances, prior to expiry of the original time limit, ACCF may request that the bidders may extend the period of validity with mutual consent. The request and the bidder's responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his bid security. Bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with provisions relating to Bid Security in all respects.

**2.19 Alternative Proposals by Bidders**

- 2.19.1** Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (Time for completion), basic technical design as indicated in the views and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

**2.20 Format and Signing of Bid**

- 2.20.1** The Bidder shall prepare and submit the Bid in the online portal. One original of the following Bid Documents shall be submitted and clearly marked "ORIGINAL". In event of discrepancy between Online & Offline documents, the Online shall prevail.

**2.20.2 List of Bid Documents to be submitted in technical bid:**

Only Key Documents are required to be submitted in hard. Rest all shall be submitted online. List of “Key documents” to be mentioned in the tender doc are declaration power of attorney etc. Technical specifications are mentioned in BOQ itself. List of make along with look & feel 3D presentation is also given separately. Bidder is instructed to go through the BOQ and make list carefully before quoting. While participating in the bid, bidder agrees to Technical Specifications given in the BOQ and also agrees to supply & install material as per given make list.

**2.20.3 The Original copy of bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by person or persons signing the bid before uploading.**

**2.20.4 The Bid shall contain no alterations or additions, except those to comply with instructions issued by ACCF, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid before scanning & uploading.**

**2.20.5 Online Bids shall be digitally signed as per digital certificate by a person or persons duly authorized to sign on behalf of the Bidder.**

**2.21 Deadline for Submission of Bids**

**2.21.1 Bids shall be submitted by the Bidders within the due date mentioned for submission of Online Bids and hardcopy of Bids as mentioned in the Calendar of events.**

**2.21.2 ACCF may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 2.12, in which case all rights and obligations of the Client and the Bidders previously subject to original deadline will then be subject to the new deadline.**

**2.22 Late Bids**

**2.22.1 Any Bid received late after the deadline prescribed in Clause 2.21 will not be considered.**

**2.23 Modifications and Withdrawal of Bids**

**2.23.1 Bidders may modify or withdraw their bids prior to the deadline prescribed in Clause 2.21 in the Online portal.**

**2.23.2 Each Bidder’s withdrawal notice shall be prepared, sealed, marked, and delivered in accordance to Clause 2.20, with the outer and inner envelopes additionally marked “WITHDRAWAL”, as appropriate.**

**2.23.3 No bid may be modified after the Deadline for submission of bids except in rectification of arithmetical errors in the Bid submitted.**

**2.23.4** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the Bid Validity specified in Clause 2.18 above may result in the forfeiture of Bid Security pursuant to this RFP.

## **2.24 Bid Opening**

**2.24.1** ACCF will open all the Online Bids received, through application of required digital signature on the date mentioned in Notice Inviting Tender or such other date as may be decided by ACCF at its discretion.

**2.24.2** Initial check after Bid Opening:

- (a) If the cost of the Bidding document is not there or incomplete, the remaining bid documents may be rejected.
- (b) If the Bid Security furnished does not conform to the amount and Bid Validity Period as specified in the RFP, the bid may be rejected
- (c) If the Bid Security has not been furnished in the form specified in this RFP or having shorter validity, the Bid may be rejected.

**2.24.3** Subsequent process:

- (a) Subject to confirmation of the bid security by the issuing Bank, the bid accompanied with valid Bid Security will be taken up for evaluation with respect to the Technical Criteria pursuant to this RFP.
- (b) After receipt of confirmation of Bid Security, the Bidder will be asked in writing or email to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
- (c) Technical specifications are mentioned in BOQ itself. List of make along with look & feel 3D presentation is also given separately. Bidder is instructed to go through the BOQ and make list carefully before quoting. While participating in the bid, bidder agrees to Technical Specifications given in the BOQ and also agrees to supply & install material as per given make list
- (d) The bidders will respond within 2 days of issue of the clarification letter or email.
- (e) Immediately, on receipt of these clarifications the Evaluation Committee will finalize the list of bidders, whose financial bids are eligible for consideration.

**2.24.4** If, as a consequence of the clarification provided by the Bidder, the Bidder desires to modify their Technical Bid; they will submit the modification to the Technical Bid on the same day of providing the clarifications through provided email. The email shall have clear marking "MODIFICATION TO TECHNICAL BID"

**2.24.5** Bidders, at the discretion of the Client, may be allowed to modify the Financial Bid only for the totaling errors identified in the Financial Bid. No alterations are allowed in unit prices. Such modifications in totaling to Financial Bid shall be submitted by email clearly marking as "MODIFICATION OF FINANCIAL BID"

PURSUANT TO ERRORS ONLY” before the Bids are evaluated by the Bid Evaluation Committee of ACCF.

**2.25 Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence ACCF’s processing of Bids or award decision may result in the rejection of his Bid.

**2.26 Clarification of Financial Bids**

**2.26.1** To assist in the examination, evaluation, and comparison of Bids, ACCF may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by ACCF in the evaluation of the Bids in accordance with Clause 2.28.

**2.26.2** Any effort by the Bidders to influence ACCF in the bid evaluation, bid comparisons or contract award decisions may result in the rejection of the Bidders’ bid.

**2.27 Examination of Bids and Determination of Responsiveness**

**2.27.1** Technical specifications are mentioned in BOQ itself. List of make along with look & feel 3D presentation is also given separately. Bidder is instructed to go through the BOQ and make list carefully before quoting. While participating in the bid, bidder agrees to Technical Specifications given in the BOQ and also agrees to supply & install material as per given make list.

**2.27.2** During the detailed evaluation of Bids, ACCF will determine and evaluate (a) considering the Eligibility and Technical Score Criteria, (b) whether Bid has been properly signed (c) whether Bid is accompanied by the required Bid Security and (d) whether Bid is substantially responsive to the requirements of the Bidding Documents (e) responsiveness of the Bids to priced bill of quantities, technical specification, and drawings.

**2.27.3** A substantially responsive “Financial Bid” is one, which conforms to all the terms, conditions, and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, ACCF’s right or

the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

**2.27.4** If a "Financial Bid" is not substantially responsive, it will be rejected by ACCF and may not subsequently be made responsive by correction or withdrawals of the non-conforming deviation or reservation.

## **2.28 Correction of Errors**

**2.28.1** Financial Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (c) Applicable GST shall be considered irrespective of quoted one by the bidder.

**2.28.2** The amount stated in the Financial Bid (i.e. BoQ rates) will be corrected by ACCF in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

- (a) If the Bid price increases as a result of this correction, the amount as stated in the Bid will be the 'Bid Price' and the increase will be treated as rebate;
- (b) If the Bid price decreases as a result of this correction, the decreased amount as stated in the Bid will be the 'Bid Price'.
- (c) Such adjusted Bid Price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with this RFP.
- (d) The bid price to be rounded off at grand total amount arrived at after multiplication and summing up from detailed item wise rate and quantities to the nearest rupee by ignoring paise below fifty and to next rupee for amount with fifty paise or more. The ranking in the financial bid/comparative statement shall be based upon the rounded bid price.

## **2.29 Evaluation and Comparison of Financial Bids**

**2.29.1** ACCF will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 2.27. GST shall not be considered for financial evaluation to arrive at lowest bid.

**2.29.2** Marks scored in Technical evaluation will be given weightages as described in [Annexure 8](#) for technical qualification only.

**2.29.3** Based on the Technical Bids received, the Bidders shall be evaluated and assigned marks as per the specific Technical Evaluation Criteria as mentioned in para 2.4.1 above.

**2.29.4** The Financial Bid opening shall be considered for only those Bidders who score **minimum of 60 marks** as per the criteria given in Clause 2.30.

**2.29.5** Financial Bid shall be evaluated based on the following:

- (a) BOQ lowest bidder shall be selected for award of contract. Client prefers single bidder for site for same look & feel and ease of managing the contract.
- (b) The Present Value of Bids based on the payment schedule given shall be considered for evaluating the financial Bids.

Calculations shall be done as per basis provided in **Annexure-2**.

**2.29.6** Client shall consider awarding the contract based on least cost basis amongst the technically qualified Bidders only. ACCF, however, is not obliged to award the Contract to the least cost Bidder or assign any reason whatsoever. In case of a tie (same prices quoted by multiple bidders) bidder having highest technical score shall be awarded the contract.

**2.29.7** In evaluating the Bids ACCF will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause 2.28; or
- (b) Making appropriate adjustments for any other acceptable variations, deviations; and
- (c) Rounding the Bid Price to the nearest rupee

**2.29.8** ACCF reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding Documents or otherwise results in unintended or unfair benefits shall not be taken into account in Bid evaluation.

**2.29.9** The estimated effect of the price adjustment conditions under the Condition of Contract, during the period of implementation of the contract, will not be considered in Bid evaluation.

**2.29.10** If the Bid of the successful Bidder is seriously flawed in relation to the ACCF's estimate of the cost of work to be performed under the contract, ACCF may require the Bidder to produce detailed price analysis for any or all item of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, ACCF may require that the amount of the Performance Security set forth in Clause 2.33 be increased at the expense of the successful Bidder to a level sufficient to protect ACCF against financial loss in the event of default of the successful Bidder under the Contract.

**2.29.11** A Bid containing several items in the Bill of Quantities, which are unrealistically priced low or unbalanced, and which cannot be substantiated satisfactorily by the bidder, may be rejected as nonresponsive after carrying bid alignment process.

**2.29.12** ACCF reserves the right to call L2/L3/L4 bidder to match L1 prices to have fall back option.

**2.29.13** In case of equal price bidding, the bidder has more score in technical evaluation may be selected for award of contract. However, client reserves the right to negotiate the price with all equal pricing bidders and who so ever becomes L1 after negotiation shall be selected for award of contract.

### **2.30 Award Criteria**

**2.30.1** Subject to Clause 2.31, ACCF may award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents both in technical & financial aspects of the Bid provided:

(a) If the Tender Inviting Entity not convinced with the price and found it unreasonable.

(b) ACCF is not in a compulsion to award the contract.

(c) ACCF is not in a compulsion to award the work to the lowest bidder.

### **2.31 Client's right to Accept any Bid and to reject any or all Bids**

Notwithstanding Clause 2.31, ACCF reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject any or all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for ACCF's actions.

### **2.32 Notification of Award and Signing of Agreement**

**2.32.1** The Bidder whose Bid has been accepted will be notified of the award by ACCF prior to expiration of the Bid Validity Period by way of Letter of Acceptance communicated through email or other means.

**2.32.2** The notification of award will constitute the firming up of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 2.33.

**2.32.3** Within 15 days of receipt of the Letter of Acceptance, the successful Bidder will submit the Performance Security and also sign the Agreement and deliver it to the Client, for acceptance of the same.

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



**2.33 Performance Security**

**2.33.1** Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to ACCF, a Performance Security in favour of Assam Cancer Care Foundation in any of the form given below for an amount equivalent to 5 % (five p.c.) of the Contract Price (without GST)

(a) Bank guarantee in the form given; or

(b) Fixed deposit in the name of Assam Cancer Care Foundation from any Nationalized / Scheduled Commercial bank. Or

(c) NEFT/RTGS to the account of Assam Cancer Care Foundation

**2.33.2** If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee as per format given in **Annexure 7**, it shall be issued at the Bidder's option, by a scheduled commercial Indian bank, prepared in non-judicial stamp paper of specified value. Performance security shall be valid for 2 months beyond defect liability period.

**2.33.3** Failure of the successful Bidder to comply with the requirements of Clause 2.33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**2.34 Dispute Review Experts**

Disputes Review Expert under the Contract shall be appointed as mutually agreed, at a daily fee plus reimbursable expense. If the Bidders disagree with this proposal, the Bidders should so state in the Bids.

**2.35 Corrupt or Fraudulent Practices**

ACCF will reject a proposal for award if it believes that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time.

**VOLUME -II**

**GENERAL CONDITIONS OF CONTRACTS**

### **3.1 DEFINITIONS & INTERPRETATIONS:**

**3.1.1** In construing these conditions, the Specifications, Schedule and Contract Agreement etc. the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- (a) "Employer"/" Developer"/"Owner" means ASSAM CANCER CARE FOUNDATION (ACCF), and includes its legal successors and assigns.
- (b) "Engineer or Engineer in Charge" means the Project Management Consultants (PMC) appointed by the Employer to act as the Engineer which is M/s Mott MacDonald India Pvt td.
- (c) "Contractor" or "Bidder" shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (d) "Agreement" or "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer and the Contractor, together with the documents and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to be from one contract and shall be complementary to one another.
- (e) "Tender Documents" shall mean and include the Contractor's Tender Form. The Proforma of Bank Guarantee for Earnest Money Deposit, the Proforma of Bank Guarantee for Performance Security, Notice Inviting Tender, Tender Form and Contract Agreement, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Bill of Quantities with Detailed Specifications.
- (f) "Notice in writing" or "written notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by post/courier to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course it would have been delivered.
- (g) The expression "works" or "work" shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

- (h) "Specification" means the specifications given in this document including relevant Indian Standard Specification (CPWD Specifications, all volumes with up to date correction slips) where so required and where such a specification is not available, the specification as approved by the Engineer.
- (i) "Drawings" means the drawings prepared by the Architect and referred to, in the Specifications and any modification of such drawings and such other drawings as may be issued by the Engineer from time to time for execution of the works issued by (or on behalf of) the Employer in accordance with the Contract.
- (j) "Materials" means the materials, apparatus, equipment's, fittings, fixtures and all such other material which are incorporated in the 'works'.
- (k) "Virtual completion" shall mean the Work, according to the Engineer, has been completed in every respect in conformity with the Contract Documents and is ready and fit for the intended purpose, complete with all systems and services having been tested and commissioned and a Virtual Completion Certificate is issued by the Engineer with the concurrence of the Architect and the Owner
- (l) "Defect Liability Period" shall mean the period of ONE year calculated from the date of virtual completion of the works as certified by the Engineer:  
Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period of one year from the date of the virtual completion of the works as certified by the Engineer, arising in the opinion of the Engineer from materials or workmanship not in accordance with the Contract, shall upon the direction in writing of the Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any monies due to the Contractor, a sum, to be determined by the Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause relating to Retention Money, hereof being insufficient, recover the balance from the Contractor, together with any expenses, the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Engineer, the Contractor shall be liable to make good in the same manner

as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate by the Engineer. The Contractor will not be responsible for defects arising out of fair wear & tear & damage caused by the Employer's personnel during the use of the building, after being occupied.

- (m) "Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the provisions of the Particular Conditions after the Works or a Section (as the case may be) are taken over by the Employer
- (n) "Urgent Works" means any urgent works, which in the opinion of the Engineer/Employer becomes necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structures or services or required to accelerate the progress of work or which becomes necessary for safety & security or for any other reason, the Engineer/Employer may find it necessary.
- (o) "Force Majeure conditions" means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the bidder and which results in bidder's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, ionizing radiation or contamination, Government action, inaction or restrictions, major accidents or an act of God or other similar causes.
- (p) When the words "Approved" "subject to approval", "satisfactory", "equal to" "as directed", "when directed" "determined by", "accepted", "permitted", etc. are used, the approval, judgment, direction etc., implied is understood to be a function of the Engineer and shall have the same effect as if performed by the Employer.
- (q) "Market Rate" means the rate as decided by the Engineer on the basis of cost of materials inclusive of any tax, duty, octroi or such statutory impositions at the time of work and cost of labor at site where the work is to be executed plus the percentage to cover all overheads & profit only in case of work ordered in writing by the Engineer and in such case, the same work shall not constitute the part of Contract Price (based on the quoted rates)
- (r) "Month" means English calendar month.

- (s) "Week" means seven consecutive calendar days.
- (t) "Day" means a calendar day beginning and ending at 00 Hours and 24 hours respectively.
- (u) "Contract Value/Sum" means the total value of the tender as accepted by the Employer calculated on the basis of quoted rates.
- (v) "Contract Price" means the sum set out hereto as the total value of Contract and shall be subject to such additions, substitution thereto or deductions and rebates thereof as the case may be under the provisions hereinafter contained.

**3.1.2 Interpretations/Marginal Note/ Heading/ Catch Lines:**

The Marginal Notes, Headings and the catch lines hereto and in the annexure hereto are meant only for convenience of reference and shall not in any way be considered in the interpretation of these presents and the annexure hereto. The Contractor will have to carry out and complete the said work in every respect in accordance with this contract.

**3.1.3 Words imparting the singular only also include the plural and vice versa where the context requires.**

**3.1.4 The language in which the Contract documents be drawn up shall be English only.**

**3.1.5 Currency:** The currency for the proposed contract, including Bid Security/ Performance Security, shall be the Indian Rupees (INR).

**3.1.6 Documents Mutually Explanatory:**

- (a) Except if and to the extent otherwise provided by the Contract, the provisions of the Conditions of the Contract shall prevail over those of any other document forming part of the Contract. Subject to the foregoing the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and harmoniously interpreted by the Engineer who shall thereupon issue to the Contractor, instructions directing in what manner the work is to be carried out.

**3.1.7 Errors, Omissions and Descriptions:**

- (a) In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order of precedence shall apply:
  - i. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

- ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.
  - iii. Between specifications and drawings, the later shall prevail.
- (b) In case of difference between the amount written in figures and words, the amount in words shall prevail.
- (c) In all cases of omissions and/or doubts or discrepancies in any of the specifications, the Contractor shall make a reference to the Engineer whose elucidation, elaboration or decision shall be final. The Contractor shall be held responsible for any error that may occur in the work due to lack of such reference and precaution.

#### **3.1.8 Sufficiency of Tender**

- (a) The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of his offer for the Works and the amount quoted and accepted by him in the Contract, shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of the Works.

#### **3.1.9 Contractor's General Responsibilities**

- (a) The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute complete and maintain the Works, remedy any defects therein in accordance with provisions of the Contract and provide all labour including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or of a permanent nature, required in and for such execution, completion, remedying of any defects and maintenance. The works shall be carried out by the Contractor in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instruction and directions on any and all matters whether mentioned in the Contract or not.
- (b) Well in advance to commencement of any part of the work, the Contractor shall promptly notify the Engineer immediately on receipt of information/drawings of any error, omission, fault or any other defect in the design or specifications/drawings for the works which he discovers at post-contract stage only when reviewing the documents or in the process of execution of the works.
- (c) The Contractor shall afford the Engineer and to his authorized representative every facility and assistance for examining the works and materials and checking and measuring works and materials.

- (d) The Contractor shall carry out and complete the works in accordance with good engineering practices and using materials and workmanship of the best quality and standards provided that where and to the extent the approval of the quality of materials or of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of the Engineer. Dissatisfaction of quality, standard and workmanship by the Engineer cannot be disputed by the Contractor.
- (e) The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule and Specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule and Specifications, he shall well in advance to commencement of work refer the same in writing to the Engineer who shall decide and communicate to the Contractor and the Contractor shall follow the same.
- (f) The Contractor is bound to carry out all of works necessary for the completion of the job even though such items are not included in the Schedule/ Specifications. Engineer with the prior consent in writing of the Employer shall issue written instructions to the Contractor in respect of any additional items and their quantities.
- (g) The Contractor must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly to be satisfaction of the Engineer.
- (h) The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Contract documents and drawings and in compliance of the requirements of the local public authorities and to the requirements/satisfaction/direction of the Engineer and no deviation on any account will be permitted.
- (i) The Contractor shall have to use materials of the makes/manufacturers specified in the list of materials of approved brand and/or manufacture contained in Contract documents. Employer however shall be entitled to change the standards, makes/manufacturers of any items subject to reimbursement of any extra cost involved or to make such material/articles available at its cost any claim applicable deductions from the agreed cost / Contract Value.
- (j) There may be at any time hindrances to the work of the Contractor due to the on-going activities of other agencies which Contractor has to bear without any demur and no claim for time extension or claim for any payment on that account shall be entertained. The Contractor shall, in accordance with the



requirements of the Engineer, cooperate with and afford all reasonable opportunities for carrying out work by such other Contractors and their workmen as might be engaged by the Employer, who may be employed in execution on or near the site, of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

- (k) The approach access to the site and works shall be used by any other Agency engaged by the Employer for the Electrical and other jobs.
- (l) If any part of the Contractor's work depends, for proper execution or result, upon the work of any other Contractor, the Contractor shall promptly report in writing to the Engineer any defects in such work that render it unsuitable for such proper execution and result. His failure to report shall constitute acceptance of other Contractor's work as fit and proper for the reception of his own work, except as to defect, which may develop in the other Contractor's work after the proper execution of his own work.
- (m) The contractor shall not be assigned or sublet any work without the written approval of the Engineer/ Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or employee of the employer, the contract may be terminated by the employer.
- (n) Where the contractor is a partnership firm, the previous approval in writing of the Engineer/ Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention hereof and the contract may be terminated by the employer.

### **3.2 CONTRACT AGREEMENT REQUIREMENT**

The Parties shall enter into a Contract Agreement within 15 days after the Contractor receives the Letter of Intent, unless they agree otherwise. The Contract Agreement shall be based upon the RFP, GCC, SCC annexed to the tender document. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the

selected bidder. However, issued and duly accepted Work Order may also be considered as a formal Contract Agreement.

### **3.3 INTERPRETATION**

- (a) In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The ACCF and Engineer will provide instructions clarifying queries about the Conditions of Contract.
- (b) If sectional completion is specified in the approved schedule of works, references in the Conditions of Contract to the Works, the Completion by any Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended

### **3.4 PRIORITY OF DOCUMENTS:**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation. The priority of the documents shall be in accordance with the following sequence. In case of ambiguity, this shall be mutually agreed upon:

- a. The Contract Agreement (if any).
- b. The Letter of Acceptance.
- c. The Letter of Tender.
- d. The Special Conditions.
- e. The General Conditions.
- f. The Specification.
- g. The Drawings. And
- h. The Schedules and any other documents forming part of the Contract.

### **3.5 COMPLIANCE WITH LAWS:**

The Contractor shall, in performing the Contract, comply with applicable Indian Laws. Unless otherwise stated in the Special Conditions:

The Contractor shall give all notices. Pay all taxes. Duties and fees. And obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects: and the Contractor shall indemnify & hold the Employer harmless against and from the consequences of any failure to do so.

### **3.6 RIGHT OF ACCESS TO THE SITE:**

The Employer shall give the Contractor right of access to and possession of the parts of the Site. The right and possession may not be exclusive to the Contractor, If Under the Contract, The Employer is required to give (to the Contractor) possession of means of access, the Employer shall do so in the time and manner

stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received

### **3.7 GROUNDS FOR WITHHOLDING PAYMENTS:**

The Client / Engineer may withhold the whole or part of any compensation due to the Contractor to the extent necessary to protect the Owner from any loss on account of any breach of Contractor's obligations under the Contract / General Terms of Business. When the cause for withholding is rectified, such amounts shall be paid or credited to the Contractor.

### **3.8 INDEMNIFICATION:**

The Contractor shall be responsible for and shall save harmless and indemnify the ACCF, the ACCF's employees, consultants, officers and directors from and against all losses, costs, charges, damages, suits, claims, expenses (including legal costs on a substantial indemnity basis) and demands of every nature whatsoever, whether or not well-founded, arising out of or by reason of work performed by the Contractor or the Contractor's employees, agents, officers and directors, including without limitation those made or sustained in respect of:

- a) Claims for bodily injury, including death, and claims asserted by third parties for bodily injury, including death;
- b) Claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property;
- c) allegations that the operation or use of any Equipment, or any part thereof, infringes any third party's copyright, trade secret, patent, or any other intellectual property right;
- d) Any breach or alleged breach by the Contractor of any of its obligations, warranties, or representations in the Purchase Order;
- e) any and all material supplied by the Contractor pursuant to the contract, the use thereof or any alleged defect(s) therein
- f) Manufacturing defects
- g) The sale or transportation of any Equipment by the Contractor.

No such claim or action shall be settled or compromised by the Contractor without the ACCF's prior written consent.

### **3.9 SETTLEMENT OF DISPUTES, ARBITRATION:**

- (a) SETTLEMENT OF DISPUTES, ARBITRATION:- (a) In case of Dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with the Contract, such Dispute shall be referred to the Governance Body for resolution through mutual discussions. If the Dispute is not resolved within a period of 15 days from the date of

reference thereof to such committee, then the Dispute shall be referred to a committee of directors consisting of one authorized director of each party for amicable resolution. In the event that the Dispute cannot be amicably resolved within a further period of 30 (thirty) days from the date of reference to the committee of directors, then the following provisions shall apply. Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrator one each appointed by the Employer and the Contractor and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by the Employer and the Contractor.

- (b) The Arbitration Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by both the parties to reach upon consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by both the Employer and the Contractor.
- (c) Arbitration proceedings shall be held in Guwahati, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.
- (d) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its party itself.
- (e) The client reserves the right to not to award contract to a bidder who is found to be in dispute with Government of Assam (GOA) or any other strategic agency involved in this program

**3.9.1** Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are subject matter of the arbitration proceedings.

### **3.10 NOTICE OF DEFAULT:**

Notice of Default given by either party to the other under this Contract shall be in writing and shall be deemed to have been duly and properly served upon the parties thereto if delivered at the addresses given hereinabove against acknowledgement or by registered mail with acknowledgement due.

### **3.11 FORCE MAJEURE:**

- 3.11.1** Time and quality being the essence of this contract any delay or nonconformity to any of the contraction obligations shall be treated as a default in the part of the Contractor except in the case of Force Majeure provided the contractor;
- a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
  - b) Has informed the other party as soon as possible about the occurrence of such an event.

- 3.11.2** Force Majeure may include. But is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) and (b) above are satisfied:
- (a) War, hostilities (whether war be declared or not). Invasion. Act of foreign enemies.
  - (b) Rebellion, terrorism. Revolution, insurrection. Military or usurped power, or civil war.
  - (c) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub-contractors.
  - (d) War, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives. Radiation or radio-activity and
  - (e) Natural catastrophes such as earthquake, hurricane or volcanic activity.

### **3.12 MEDICAL ALERTS AND SAFETY NOTIFICATIONS**

- 3.12.1** If a medical alert, recall, safety notification, advisory or warning is issued or communicated, at any time, by the Contractor or manufacturer of the Equipment or an Indian recognized reporting agency involving any of the Equipment, delivered to the ACCF or is posted on a government or authorized web site, the Contractor shall:
- a. Communicate the medical alert, recall safety notification, advisory or warning by registered mail, email and by facsimile to the ACCF;
  - b. Follow any applicable protocols and requirements authorized by a Governmental Authority; and
  - c. Take all steps necessary to remedy the situation at no cost to the ACCF and in a way that is acceptable to the ACCF acting reasonably.

**3.12.2** The Contractor shall also:

- i) Inform the ACCF of any possible design defect or malfunction condition occurring anywhere in the world with the Equipment, or equipment similar to the Equipment supplied under this Purchase Order, at its earliest possible opportunity, but in no event, more than five (5) days after the Contractor becomes aware of the existence of such a defect or malfunctioning condition; and
- ii) Communicate the situation set out in Section 23 (i) by registered mail, email and by facsimile to the ACCF.

**3.13 CONFIDENTIALITY**

- (a) All information which the Contractor receives or acquires from the ACCF either in writing, orally or through observation of the ACCF's operation, or in the course of the Contractor's fulfilling its obligations hereunder, shall be held by the Contractor in confidence at all times and the Contractor shall not use the information unless required by this Purchase Order. Accordingly, the Contractor shall ensure that all recipients of the said information, including the Contractor's own employees, subcontractors, agents, officers and directors assume obligations identical in principle with those which the Contractor assumes under this section.
- (b) In the event the Contractor is required by any applicable law to make disclosure of any such information, the Contractor shall consult with the ACCF in advance to the extent reasonably practicable as to the contents and timing of such disclosure in order for the other party to have the opportunity to prevent the disclosure of such confidential information or to obtain a protective order or other remedy. If such protective order or other remedy is not obtained, the Contractor shall produce only that portion of the confidential information that it is ordered to disclose. In the event that any confidential information is disclosed pursuant to the foregoing, it shall not lose its confidential status through such disclosure.

**3.14 INTELLECTUAL PROPERTY RIGHTS:**

- (a) It is hereby acknowledged and agreed that the Owner / Engineer has commissioned the Work in connection with the Project and accordingly ownership of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared by the Architects, the Contractor and any Sub-Contractors or Vendors belongs and shall be assigned solely to the Owner who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the Owner's sole discretion, directly or through the Project Manager. The Contractor hereby disclaims any right whatsoever on these intellectual property rights in which cases the

Owner shall be duly informed in that regard. This intellectual property right entitlement shall extend to any maintenance, repair and renewal, reinstatement and enlargement of the Project. The Contractor / Service provider / Contractor shall ensure that any provisions of this type necessary to protect the intellectual property rights of the Owner / Engineer are included in all its contracts with Sub-Contractors.

- (b) All communications, whether written or oral, including but not limited to this Contract, its Annexure, Drawings, data sheets, Specifications, bills of material, sketches, calculations, designs and all other materials shall be treated as confidential and shall be the exclusive property of the Owner unless otherwise agreed in writing and must be given to the Owner upon request, but in any event all such materials shall be delivered to the Owner / Engineer upon termination/expiry of this Contract.

### **3.15 PUBLICITY**

The Contractor shall not, in any of its advertising or otherwise, indicate that it has supplied or may in the future supply Equipment to the ACCF or use the ACCF's name for the purpose of advertising or solicitation of business, without the prior written consent of the ACCF. No acquisition or use of the Goods by the ACCF shall be construed as an endorsement or approval of such Goods. The Contractor shall not use any intellectual property of any ACCF, including but not limited to, logos, registered trade-marks, or trade names of any ACCF, without the prior written approval of the ACCF.

### **3.16 NON-WAIVER**

Failure of the ACCF to insist upon strict performance of any of the terms and conditions, or to exercise any rights or remedies provided in this Purchase Order or by law, or to properly notify the Contractor in the event of breach, or the acceptance of or payment for any Equipment or approval of design, shall not release the Contractor of any warranties or obligations of this Purchase Order.

### **3.17 GOVERNING LAW**

The Work Order shall be construed under and governed by the laws of the Indian Government (State & local), or any laws importing that convention shall apply. Place of jurisdiction shall be Guwahati.

### **3.18 CODE OF CONDUCT:**

- (a) Any offers, direct or indirect, any illegal payments, remuneration, gifts, donations or comparable benefits to any PMC/Engineer/ ACCF employee/ representative, which are intended or perceived to obtain business or uncompetitive favors for the conduct of business, excepting nominal gifts which are customarily given and are of commemorative nature for special events, are strictly prohibited as per the ACCF Code of Conduct.

- (b) The CONTRACTOR represent that it does not employ any child labour in the manufacture or supply of goods and services under this contract. The CONTRACTOR represents that it has complied with and shall comply with all rules and regulations of the Child Labour Act (as applicable). ACCF shall have the right to terminate the Agreement forthwith in the event the CONTRACTOR does any act or thing which shall contravene any provision the Child Labour Act (as applicable). The CONTRACTOR shall be liable to ACCF for any loss and damage caused to ACCF due to failure on the part of the CONTRACTOR due to this. The CONTRACTOR should ensure compliance with the Tata Code of Conduct (TCOC).

### **3.19 CLAIMS, APPROVALS AND PAYMENTS:**

- (a) If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment. Under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as possible and not later than 10 days after the Contractor became aware or should have become aware of the event or circumstance.
- (b) If the Contractor fails to give notice of a claim within such period of 10 days, the Time for Completion shall not be extended. The Contractor shall not be entitled to additional payment and the Employer shall be discharged from all liability in connection with the claim, Otherwise the following provisions of this Sub-Clause shall apply.
- (c) The Contractor shall also submit any other notices which are required by the Contract and supporting particulars for the claim. All as relevant to such event or circumstance.
- (d) The Contractor shall keep such contemporary records as may be necessary to substantiate any claim either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may after receiving any notice under this Sub-Clause monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records and shall (if instructed) submit copies to the Engineer.
- (e) Within 05 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a. This fully detailed claim shall be considered as interim:



- b. The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed and such further particulars as the Engineer may reasonably require: and
  - c. The Contractor shall send a final claim within 20 days after the end of the effects resulting from the event or circumstance or within such other period as may be proposed by the Contractor and approved by the Engineer.
- (f) Within 07 days after receiving a claim or any further particulars supporting a previous claim or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval. Or with disapproval and detailed comments. He may also request any necessary further particulars. But shall nevertheless give his response on the principles of the claim within such time.
- (g) Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim. The Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

### **3.20 RIGHT TO AUDIT**

The Company / ACF / Tata Trust and its authorized representative shall have right to audit and examine all the records pertaining to the Order and might require extract and records of all the documents related to the order in whatever form it may be kept in. The Contractor/ Contractor / Vendor shall provide full support to execute the activities pertaining to the clause.

### **3.21 LIMITATION OF LIABILITY**

Neither Party shall be liable to the other Party for loss of use of any Supply / Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Purchase Order / Contract. Maximum liability to you arising out of the Work Order / Contract regardless of the basis of liability or the form of action, shall not exceed the total price stated in this Work Order / Contract and the accepted Order Value as per the stated terms and conditions.

### **3.22 TIME CONTROL**

#### **3.22.1 EXTENTION OF THE INTENDED COMPLETION DATE**

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

- b. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 04 days of the Contractor asking the Engineer for decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- c. The Engineer shall within 04 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall communicate to the Engineer the acceptance or otherwise of the Engineer's decision.

#### **3.22.2 DELAYS ORDERED BY THE ENGINEER**

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

#### **3.22.3 MANAGEMENT MEETINGS**

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

#### **3.22.4 EARLY WARNING**

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

### **3.23 QUALITY CONTROL**

#### **3.23.1 QUALITY MANAGEMENT PLAN**

Within the time stated in the Tender Document the Contractor shall submit to the Engineer for approval a Quality Management Plan incorporating the organizational and applicable institutional and Industry standards for construction quality assurance and Quality Control (QA/QC). Successful vendor need to submit Technical Data Sheet / Sample and obtain client approval for all items before execution.

#### **3.23.2 IDENTIFYING DEFECTS**

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

#### **3.23.3 TESTS**

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

#### **3.23.4 CORRECTION OF DEFECTS**

- (a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- (b) Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

#### **3.23.5 UNCORRECTED DEFECTS**

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

### **3.24 COST CONTROL**

#### **3.24.1 BILL OF QUANTITIES**

- (a) The Bill of Quantities shall contain items for the execution, installation, testing, and commissioning work to be done by the Contractor.

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

### **3.24.2 CHANGE IN THE QUANTITIES**

As mentioned in the Schedule of Fiscal Aspects

### **3.24.3 VARIATIONS**

- a. All Variations shall be included in updated Schedule of works produced by the Contractor.
- b. The Engineer shall find out and evaluate all the probable variations in the early period of the contract and submit the same to the employer for approval.
- c. There cannot be any supplementary items.

### **3.24.4 PAYMENTS OF VARIATIONS**

- a. The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered. The Engineer shall send the rate so assessed to the Engineer.
- b. If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of Engineer, the quantity of work above the limit stated in Sub Clause 1.35 or the; timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- c. If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on Engineer's own forecaster of the effects of the Variation on the Contractor's costs.
- d. If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, the Engineer shall allow the contractor to proceed with the work using materials having I.S. marks/ approved brand as specified in the A.P.W.D. S.O.R. obtained from approved dealers of the company. The Engineer shall collect the quotation for himself and assess the cost/ rate of the item considering all aspects and submit the same to the Chief Engineer, for approval.
- e. The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

### **3.25 PAYMENTS**

- a. Payments shall be made as per the payment mechanism proposed by the Engineer and agreed by the Bidder and Client as part of the award of Contract.
- b. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and GST (as applicable), Forest Royalty & other taxes at source, as applicable under the law, unless otherwise agreed to in writing by the Client as part of the Contract. The Employer shall pay the Contractor as per the agreed payment mechanism computed based on the amounts certified by the Engineer within a reasonable time subject to the availability of fund. The Engineer/ Employer shall not delay the payment unreasonably (i.e., without valid reasons), if fund is available.
- c. If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- d. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **3.26 TAX**

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

### **3.27 RETENTION**

Subject to the Payment Mechanism agreed between the Contractor and the Employers, the Employer shall retain 5% of the certified work done from each payment from the Contractor stated in the Contract agreement until Completion of the whole of the Works.

On Completion of whole of the Works total amount retained is repaid to the Contractor when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

### **3.28 LIQUIDATED DAMAGES**

- a. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Schedule of Fiscal Aspect. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

- b. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
- c. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Schedule of Fiscal Aspects. as Liquidated damages for such default and not as penalty for every day or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the schedule of Fiscal aspects.
- d. The employer may without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to be due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.
- e. On attaining maximum limit of liquidated damage by the contractor the Engineer may cancel the work within 7 days' notice and balance work will be completed by the client through other agency at the risk & cost of the contractor.
- f. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

### **3.29 INCENTIVE FOR EARLY COMPLETION**

An incentive for early completion shall be paid at the rate of 1% of Work Order value per week of early completion subject to a maximum of 10%.

### **3.30 SECURITIES**

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date, 60 days from the date of expiry of Defects Liability Period and issue of the certificate of completion.

### **3.31 COST OF REPAIRS**

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

### **3.32 FINISHING THE CONTRACT**

#### **3.32.1 COMPLETION**

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

#### **3.32.2 TAKING OVER**

The Employer shall take over the Site and the Works within seven days of the Engineer issuing the Virtual Completion Certificate.

#### **3.32.3 FINAL ACCOUNT**

The Contractor shall supply to the Engineer a detailed account of the total amount that the contractor considers payable under the Contract before that and of the Defects Liability Period. The engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 15 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 10 days of receiving the Contractor's revised account.

#### **3.32.4 HANDING OVER REPORT AND DOCUMENTS**

A handing over report including "As-built" Drawings, operating and maintenance manuals, Training Manuals, recommended list of Spare parts, software, soft keys etc shall be submitted by the contractor by the dates mentioned in the approved schedule of works.

If the Contractor does not supply above by the stipulated dates, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the schedule of Fiscal aspects from payments due to the Contractor.

#### **3.32.5 TRAINING:**

The Contractor shall provide the following training for at least two (2) individuals specified by the ACCF:

- a) Training on the proper servicing of the Equipment, including technical training
- b) Training on the operation and use of the Equipment; and

**3.32.6** After the training on the Equipment has been completed, the ACCF reserves the right to request additional follow-up training for a period of 01 months commencing after the completion of the Clinical Installation or after the delivery of the Equipment if there is no Clinical Installation. The ACCF shall have the right to videotape all such training sessions; provided, however, that such taped sessions shall be used solely by the ACCF to train its staff. The cost of all the training, excluding travel and accommodation for the ACCF's staff to attend training course(s) at the Contractor's facilities, shall be borne by the Contractor.

### **3.33 TERMINATION**

**3.33.1** The Employer or the contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of contract include, but shall not be limited to the following:

- a. The Contractor stops work for 07 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer.
- b. The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 05 days.
- c. The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d. A payment certified by the Engineer is not paid by the Employer to the Contractor within 35 days of the date of the Engineer's certificate;
- e. The Engineer gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- f. The contractor does not maintain a security, which is required;
- g. The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid; and

**3.33.2** If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

**3.33.4** When either party to the Contractor gives notice of a breach of contract to the Engineer, the Engineer shall decide whether the breach is fundamental or not.

**3.33.5** Notwithstanding the above, the Employer may terminate the Contract for convenience.

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

### **3.34 PAYMENT UPON TERMINATION**

- (a) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less GST (as applicable), Forest Royalty & other taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Schedule of



Fiscal Aspects. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

- (b) If the contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less GST (as applicable), Forest Royalty & other taxes due, to be deducted at source as per applicable law.

### **3.35 PROPERTY**

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

**VOLUME -III**

**SPECIAL CONDITIONS OF CONTRACTS**

## 4 SPECIAL CONDITIONS OF CONTRACT

### 4.1 Projects Information

#### 4.1.1 About ACCF

- (a) Tata Trusts have signed an MoU with Government of Assam (“GoA”) to optimally plan, design and implement a distributed hierarchy of cancer care facilities. The distributed care model was conceptualized by the Trusts and the Government of Assam to create patient-centric cancer institutions to deliver standardized and affordable care closer to patients’ homes (hereinafter referred to as “Program”). The Program is expected to benefit 50% of cancer patients in Assam by 2021. Currently, one apex hospital handles a cancer patient’s journey end-to-end. Smaller centers in different regions, interlinked with the apex centers, are proposed to be set up to handle diagnosis and care, and to shift load away from apex hospitals.
- (b) The Program is being implemented through a special purpose vehicle called Assam Cancer Care Foundation (“ACCF”). ACCF is a company registered under Companies Act, 2013 with license under section 8(1) of the Act. The registered office is situated in Guwahati, Assam. Assam Cancer Care Foundation is a joint partnership between the Government of Assam and Tata Trusts. It was set up in December 2017 to create a first-of-its-kind, three-level cancer grid in the state.

#### 4.1.2 About the Project

- (a) The Project envisages an extension of the ACCF HO at fourth floor of V K trade center. At present ACCF Ho is functional at 3<sup>rd</sup> floor of V K trade center. It is intended to follow the similar design and finish intent for the extended office.
- (b) The proposed facility is referred to as Assam Cancer Care Ho Extension (“Program Infrastructure” or “ACCF HO” or “Project”) for the purpose of this RFP. The category of facilities and identified area and description of such facilities are based on the current understanding as at the date of this RFP and the Client reserves the right to make changes at its discretion.

#### 4.1.3 Site Information

S.no	HO Location	Address
1	Guwahati	Opp. Down town Hospital 4 <sup>th</sup> Floor V.K Trade Centre, G.S Road Guwahati-781022

#### 4.1.4 Scope of work

- a. Ref. details of BOQ

- b. The selected bidder/ contractor is expected to prepare detailed shop drawings based on the inputs from the Principal Designer of the overall ACCF project.

The major inputs (3d views and layouts) required to prepare the shop drawings are attached with this RFP. (Refer Volume IV and V of this tender document for details). The preparation of shop drawings is to be done within the stipulated time **(refer Annexure- 2.1.6)**

#### 4.1.5 Schedule of Fiscal aspects

S. No.	Description	Remarks
1.	Intended Completion Date for each site location	45 days from date of LOI/WO
2.	Defect Liability Period	12 Months after Virtual completion of the Works for site location.
3.	Statutory changes in Taxes & New Taxes imposed	Any new taxes not leviable at the time of Bid shall be payable by Client to the Contractor only on producing necessary documents justifying applicability of such taxes to the satisfaction of the Client. It is clarified that the contractor shall be responsible for payment of all taxes/cess, duties, fees and other impositions as may be levied under the applicable laws in India in relation to the works or services undertaken pursuant to the contract in a timely manner. The contractor acknowledges that Client shall not be liable for any cost due to non-payment or delayed payment of any taxes either by the contractor or its associated parties.
4.	Labour Cess	The Client will pay contractor only for the value of contract finally agreed. Any Labour cess, if applicable, shall be paid extra by ACCF.
5.	Liquidated damages	a) For delay in Completion: In case the Completion Date is beyond the Intended Completion Date for site location, liquidated damages (L.D) will be levied at the rate of one per cent 0.5% of the Work Order Value for site location per week of delay of unexecuted part(or part thereof), subject to a maximum of 5 per cent of the Work Order Value for site location. After that ACCF may terminate the contract and issue work order to other party at the risk and cost of the selected vendor. b) If there are any major mistakes found in taking measurements, Client will impose a

		<p>penalty by deducting 1% of Work Order Value of the contractor per mistake up to maximum 10% penalty then after which ACCF may terminate the contract. Mistake shall be considered as major if the deviation observed in measurement is more than 10%.</p> <p>c) Mistake in Conducting quality control: Client may impose a penalty of 2% of the Work Order Value of the Contractor for each mistake. For five such mistakes occurring the Quality Control Engineer shall be removed from his/her position immediately.</p> <p>d) Contractor shall depute full time site supervisor for each site along with adequate supporting staff for executing work. Supervisor shall be at least graduate. If supervisor is not available at site during working hours then 0.5% of contract value shall be imposed. For repeated offence penalty shall be 1% per incidence up to maximum 5% of the contract value. beyond this ACCF may terminate the contract with forfeiture of security amount and assign contract to another bidder at the risk and cost of selected bidder.</p> <p>e) Full or partial waiver of such Liquidated damages shall be at the sole discretion of the Client.</p>
6.	Mobilization advance	<p>A mobilization of 10% of order value against submission of equal value of PBG issued by scheduled commercial bank of India shall be paid to the contractor upon request.</p> <p>The Mobilization Advance shall be adjusted pro rata in the Interim Payment Certificate between 20 % (twenty percent) to 90% (ninety percent) of the value of work performed.</p>
7.	Incentive for early completion	<p>An incentive for early completion shall be paid at the rate of 1% of Work Order value per week of early completion subject to a maximum of 10%.</p>
8.	Insurances	<p>The Contractor shall provide the following insurance covers:</p> <p>(a) CAR Policy shall be taken within 05 days of signing of the Contract for Accepted Contract Amount valid till completion.</p> <p>(b) Company Block Policy covering Contractor's insurances as follows valid till completion</p> <ul style="list-style-type: none"> <li>• Workmen</li> </ul>

		<ul style="list-style-type: none"> <li>•P&amp;M</li> <li>•Marine Cargo (in case of imported materials)</li> <li>•Third Party</li> <li>• Professional Indemnity (copies of policies to be provided to the Client)</li> </ul>
9.	Extra Items	Cost of Material + Wastage+ Labour +10% +GST
10.	Idling charges	No idling charges will be paid.

#### **4.1.6 Taxes, Duties and Other levies**

Without prejudice to stipulations in general conditions of contract, the tenderer should quote prices inclusive of Forest Royalty and other taxes as applicable on works contract and other levies. GST (as applicable), Forest Royalty and other taxes and levies, cess etc. shall be deducted as per existing Govt. rules. On final goods/material, GST shall be shown separately and will be paid extra.

#### **4.1.7 TIME SCHEDULE**

- (a) Time is the essence of the Contract. The work shall be executed strictly as per the Time-Schedule (Please refer Clause 2.1.9)
- (b) Any time extension beyond the completion period shall be at the discretion of the Client without prejudice to levy of liquidated damages for delay in Completion

(c) Overall Project Schedule

- (i) The Contractor shall submit within 03 (Three) Days of Letter of Intent, a sufficiently detailed overall Project schedule.
- (ii) The Project Schedule will be reviewed and approved by the Engineer and the comments if any shall be incorporated in the network before issuing the same for implementation. The Project Schedule thus finalized shall form part of the Contract Document and the same shall not be revised without prior permission from the Department during the entire period of the contract.
- (iii) The Contractor shall also submit one quality assurance plan incorporating applicable quality standards.
- (iv) Progress Measurement Methodology: The Contractor is required to submit within two weeks of award of work, the methodology of progress measurement of planning, designing, execution, Long Lead Items Procurement and commissioning of works and the basis of computation of overall services/ physical progress informed. ACCF reserves the right to modify the methodology in part or in full.

**4.1.8 PROJECT REVIEW MEETINGS**

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

A. Monthly Review Meeting:

Level of Participation: ACCF, Engineer, Contractor, Consultants and their representatives as may be required

Agenda:

- i. Progress status/statistics.
- ii. Completion outlook.
- iii. Major Hold Ups/Slippages.
- iv. Assistance Required.
- v. Critical Issues
- vi. Depts. Query/Approval.
- vii. Progress Updating.

B. Weekly and Daily review meetings would be conducted based on Engineer's instructions.

**4.1.9 PROGRESS REPORTS**

Daily and Weekly reports, as instructed by the engineer, would be submitted in a format prescribed by the Engineer.

**4.1.10 PRICE SCHEDULE WITH PRICE BID.**

- (a) The rates of price bid shall be read in conjunction of special conditions of contract, General Conditions of Contract, Scope of Work, Technical

Specifications, Drawings and any other document forming a part of this contract.

- (b) All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc., shall be deemed to be included in the rates quoted and no separate payment on account of such expenses shall be entertained.

#### **4.1.11 MEASUREMENT OF WORK**

- (a) In addition to the provisions of Clause of the General Conditions of Contract and associated provisions thereof the following provisions shall be applicable:
  - (i) Payment will be made on the basis of joint measurements, taken by contractor and certified Engineer-In-Charge. Measurement shall be based on the basis of approved drawings for construction to the extent that the work conforms to the drawings and details are adequate.
  - (ii) Wherever work is executed based on instruction of Engineer or details are not adequate in the drawings, physical measurement shall be taken by the contractor in the presence of authorized representatives of Engineer.
  - (iii) Measurements shall be taken over finished surface in all cases.
- (b) The Engineer shall, except as otherwise stated, ascertain and determine by Joint measurement along with the Contractor the value in terms of the contract of work done in accordance with the Contract. He shall, when he requires any part or parts of the works to be measured, give notice to the contractor's representative who shall forthwith attend or assist the Engineer in such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work.
- (c) For the purpose of measuring such permanent work as is to be measured by records and drawings, the Engineer may prepare records and drawings periodically of such work, and the contractor, as and when called upon to do so in writing shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examinations of such records and drawings, the contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within 14 days of such examination, lodge with the Engineer, for decision by the Engineer, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.



#### **4.1.12 LABOUR:**

- (a) If the contractor is covered under the contractor Labour (Regulation and Abolition) Act, Contractor shall obtain a license from licensing authority by payment of necessary prescribed fees and deposit, if any, before starting the work under the contract. Such fee / deposit shall be borne by the contractor.
- (b) The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such other information as the Engineer may require.
- (c) The Contractor shall, unless otherwise provided in the Contract, make his own arrangements of the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

#### **4.1.13 COMPLIANCE WITH LABOUR REGULATIONS;**

- (a) During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made hereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- (b) The employees of the Contractor in no case shall be treated as the employees of the Client at any point of time

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

- (a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment

- (b) Payment of Gratuity Act 1972: - Gratuity payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: - The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - (d) Pension or family pension on retirement or death, as the case may be.
  - ii) Deposit linked insurance on the death in harness of the worker.
- (e) Payment of P.F. accumulation on retirement/death, etc.
- (f) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (g) Contract Labour Regulation and Abolition Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- (h) Minimum wages Act 1948: - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- (i) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (j) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work nature to Male and Female employees in the matters of transfers, training and promotions etc.
- (k) Payment of Bonus Act 1956: - The Act is applicable to all establishment s employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20% of wages to employees drawing INR 3500/- or less. The bonus to be paid to employees getting INR 2500/- per month or above up to INR 3500/- per month shall be worked out by taking wages as INR 2500/- per month only. The Act does not apply to certain establishments .The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (l) Industrial Disputes Act: - The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment
- (m) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing 100 or more workmen (employment size reduced by

- some of the States and Central Government to 50) .The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- (n) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.
  - (o) Child Labour (prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
  - (p) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment, which employs 5, or more inter state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back etc.
  - (q) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the Establishments who carry on any building or other construction work employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction works and other welfare measures, such as Canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
  - (r) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is able to premises employing 10 persons or more with aid of power or 20 or more persons without aid of power engaged in manufacturing process.

#### **4.1.14 STATUTORY APPROVALS**

The Bidder shall be solely responsible for obtaining all necessary approvals, clearances, permissions (including labour licenses) and certificates for start and completion from statutory authority / other agencies as per Law of India required for construction activities.

**4.1.15 STANDARDS.**

- (a) Materials shall be supplied in brand new conditions and work shall be carried out in conformity with specifications herein and Indian Standard Codes and other applicable codes.
- (b) Materials shall be in conformity to the specifications mentioned in the BOQ and technical specification documents shared with the Bidder.
- (c) The work shall also conform to the requirements and regulations as may be applicable from time to time.

**4.1.16 CONSTRUCTION POWER, AND WATER**

ACCF will provide one-point source for Electricity, space and Water. Distribution from the source point to location of works will be in contractor's scope.

**4.1.17 PROVISION OF REQUIRED SPACE FOR SITE CAMP**

Land may or may not be available adjacent to the site for setting up of contractor's site camp, storage space/yard, contractor's site office and workshop. It is contractor's responsibility.

**4.1.18 RECRUITMENT OF PERSONNEL**

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

**4.1.19 UTILISATION OF LOCAL RESOURCES**

- (a) The Contractor shall maximize the employment of local labour, skilled and/ or unskilled, to the extent available. In case of any part or parts of the work is /are sub-contracted, the contractor shall ascertain availability of and endeavor to employ the local sub-contractors.
- (b) The contractor shall, however, be responsible for maintaining quality of works and adherence to time schedule as per the requirements specified in the agreement.

**4.1.20 CO-ORDINATION WITH OTHER AGENCIES**

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

**4.1.21 URGENCY OF WORK**

The work being of very urgent nature shall be carried out with all efforts by the Contractor to complete it in all respects within the stipulated time of completion. The

progress of the work as shown in work program shall be continued, by the Contractor even if any dispute arises between the Contractor and ACCF on any matter connected with the work and contractor approaches legal authority for settlement of the dispute, on being not satisfied with the decision of ACCF on the matter of dispute. The continuation of progress of the work should not be hampered in any case by both parties and order given by legal authority on matter of dispute shall be binding on the parties.

#### **4.1.22 REPORT OF ACCIDENTS**

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

**VOLUME -IV**

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**VOLUME -V**

**DRAWINGS AND OTHER TECHNICAL DOCUMENTS**

Attached separate file on <https://www.assamcancercarefoundation.org/> under  
EOI and tender section



**VOLUME -VI**  
**BILL OF QUANTITIES (BOQ)**  
**Attached separate file.**

## VOLUME -VII

### ANNEXURES

Annexure Number	Item
1	Bid form
2	Financial Bid Summary(to be Submitted online only in financial bid)
3	Turnover Certificate template
4	<b><i>Intentionally left blank</i></b>
5	Bid Security (Bank Guarantee)
6	Undertaking (For Validity Of The Bid)
7	Performance Security (Bank Guarantee)
8	Technical Evaluation Criteria
9	Summary of proof of submissions for technical bid evaluation
10	BoQ

## **Annexure-1**

### **Bid Form or Covering Letter**

[on the letter head of the Bidder]

Kind Attention:

[location, date]

The Head Operations

Assam Cancer Care Foundation

RFP No. \_\_\_\_\_

For carrying out work of \_\_\_\_\_

Sir,

1. Having read, carefully examined and understood the RFP document dated [●] issued by ACCF ("Client") and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby submit our Technical and Financial Bid/Proposal for RFP No..... dated.....
2. We have submitted EMD of Rs.....against above mentioned quoted location.
3. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the RFP during the bidding process.
4. We agree that we have inspected and examined the RFP and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.
5. We agree to the conditions of the RFP under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by ACCF as per the terms and conditions.
6. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.

7. We agree to accept the amount of the bill to be paid by the Client after completion of all formalities and should any amount of the bill found by the client/auditors to have been over-paid; the amount so found shall be refunded by me/us.
8. ACCF has the right to accept or reject any or all the bids/proposals without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We understand and agree that ACCF reserves the right to cancel the bid process or the contract agreement at any moment of time without assigning any reason thereof.
11. We represent and warrant to Client that as of the date of submission of this Bid and till the end of the Bid Validity Period (as may be extended):
  - (a) the information furnished by us is complete, accurate, unconditional and fairly presented;
  - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertake the scope of Bid as per the RFP;
  - (c) we are in compliance with all the terms and conditions of the RFP;
  - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect Client's evaluation or decision in relation to evaluation and selection;
  - (e) We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.
  - (f) I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.
  - (g) we acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director or partners, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of contract by us.
12. We undertake that we will intimate Client of any material change in facts, circumstances, status or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the RFP).
13. This Proposal shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at

Guwahati will have exclusive jurisdiction in respect of all matters arising out of this Bid.

14. We have agreed that [\_\_\_\_\_] [Insert Authorized Signatory's name] will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Proposal, which will be binding on us.
15. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
16. If our proposal is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document.
17. We further confirm that, if our proposal is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
18. We agree to keep our Bid valid for acceptance as required in the RFP Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
19. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred request for proposal.
20. We confirm that we fully agree to the terms and conditions as specified under the RFP Document, including amendment/ corrigendum if any.
21. We confirm that the hard copies of Bid Documents submitted are completely identical to the online submission, without any deviation whatsoever.
22. We have provided details, in accordance with the instructions and in the form required under the RFP.

Yours Faithfully,  
[Signature and Details of the Applicant/Authorised Representative]

**Name of the Authorised Signatory:**

**Designation:**

**Contact Details:**

**Mobile:.....Email:.....**

**Annexure 2: Financial Bid Summary (to be uploaded on line only)**

Centers	BOQ Price	GST AMOUNT	Grand Total
ACCF HO 4 <sup>TH</sup> FLOOR EXPANSION			

Any labour cess, if applicable, shall be paid extra.

**This shall not to be submitted in Technical bid.**

**Annexure-3****TURNOVER CERTIFICATE**

*On the letter head of Chartered Accountant/Statutory Auditor*

We have verified the Audited Statement of Accounts and other relevant documents of..... having registered office at ..... pertaining to the financial year 2018-19, 2019-20 and 2020-21. Based on our verification of the afore said statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

*(Amount in INR Crores)*

Financial Information	Financial Year*			Average
	2020-21	2019-20	2018-19	
	Audited	Audited	Audited	
<b>Annual Turnover</b> from Similar Business** for the year				
Net Profit Before Tax				
Net Profit After Tax				
<b>Net worth</b>				

Date :

Place:  
Accountant

Signature of Auditor / Chartered

(Name in Capital Letters)

Firm Registration No.....

**UDIN No.....**

Seal :

\*If turnover (from similar business) of FY 2021-22 is available, bidder can produce the provisional unaudited turnover, then audited turnover of FY 2018-19 is not required.

\*\*Similar business is the goods/services or works which is asked in the bid.

**Annexure-4**

**Intentionally left blank.**



## **Annexure 5: BID SECURITY (BANK GUARANTEE)**

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

**KNOW ALL PEOPLE** by these presents that We \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ [hereinafter called "the Bank"] are bound unto \_\_\_\_\_ [name of Employer hereinafter called "the Employer") in the sum of [note 1] \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

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

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

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

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

This Guarantee will remain in force up to and including the date [Note2] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE: SIGNATURE:

WITNESS: SEAL:

[Signature, Name and Address]

Note1: The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as mentioned in this RFP.

Note2: 120 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

**Annexure 6: UNDERTAKING (For validity of the Bid)**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ agree to abide by this bid for a period of 120 days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

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

**Annexure 7: PERFORMANCE SECURITY (BANK GUARANTEE)**

To  
The Chief Operating Officer,  
Assam Cancer Care Foundation  
3rd floor, V.K. Trade Centre, G.S. Road,  
Opposite Downtown Hospital,  
Guwahati, Assam – 781022

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

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

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

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

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

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

This guarantee shall be valid until 60 days from the date of expiry of the Defect Liability  
Period.

Signature and Seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

## **Annexure 8: TECHNICAL EVALUATION CRITERIA AND SCORECARD**

**Refer Annexure 9 for the format of 'summary of proofs' which is to be mandatorily submitted along with technical bid evaluation documents**

<b>Technical Bid Evaluation Scorecard</b>			
<b>Ref</b>	<b>Criteria</b>	<b>Requirement</b>	<b>Maximum Score</b>
<b>A</b>	<b>Experience in works of similar nature</b>	1. Experience in similar kind of interior works in last 5 year. a. Minimum 3 such works- 70% b. More than 4 to 5 such works- 80% c. More than 5 to 7 such works- 90% d. More than 7 such works- 100%	<b>60</b>
<b>B</b>	<b>Engineering Evaluation</b>	Understanding of and level of experience	<b>10</b>
<b>C</b>	<b>Turnover</b>	Average Annual Turnover for last three Financial Years a. Minimum Rs. 1 Cr - 50% b. More than Rs.1 Cr to Rs.10 Cr Years -70% c. More than Rs.10 Cr to Rs. 20 Cr Years -90% d. More than Rs.20 Cr years- 100%	<b>30</b>
<b>Total</b>			<b>100</b>
The Financial Bid opening shall be considered for only those Bidders who score <b>minimum of 60 marks.</b>			

## Annexure 9- Summary of Proof of Submission

Numbering of the items is as per the technical bid evaluation scorecard (Annexure-8)

<b>Criteria:</b>		<b>A. Experience in works of similar nature</b>						
	<b>1. Experience in similar nature of works</b>				<b>2. Experience as lead contractor</b>			
<b>S.no</b>	<b>Project Name</b>	<b>Type of work (Interior/ Civil)</b>	<b>Client</b>	<b>Lead contractor/ Sub contractor</b>	<b>Location (District- State)</b>	<b>Value of work (INR)</b>	<b>Progress of work (in %) show 100% if completed</b>	<b>Duration of work (in months)</b>
1								
2								
		<b>Supporting documents required:</b>		Work order (or) completion certificate (or) latest certified RA bill				
<b>Criteria</b>		<b>B: Work execution plan</b>						
	<b>3. Document showing company's project management strategy to execute the work within the stipulated time, cost and quality; and a pdf file of the time schedule in MSP or Primavera</b>							

**BOQ for Civil, Interior Furnishing and Electrical works for The Proposed ACCF Office  
Renovation 4th Floor.**

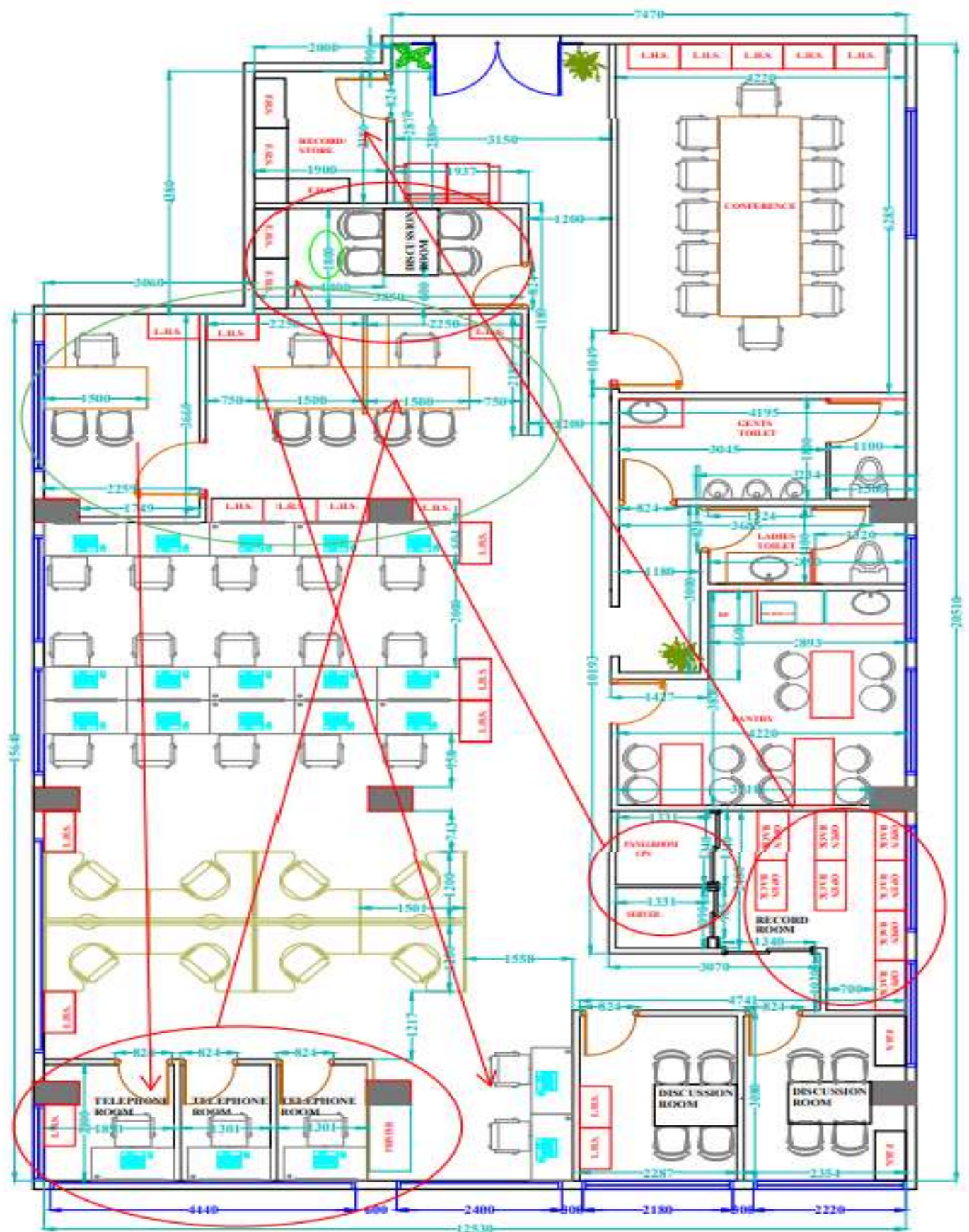
BOQ Attached Separately.

**Tentative layout Plan: -**

Selected Contractor shall prepare detailed layout and get it approved from client before execution.  
Tentative layout with size is provided below: -

**Note:** Copy of the Tentative layout plan is also available at the ACCF website (<https://assamcancercarefoundation.org>)





**PRESENTATION PLAN**

END