

**TENDER DOCUMENT  
FOR  
CIVIL, INTERIOR, FURNISHING & MEP WORKS FOR  
FOR DAY CARE CHEMOTHERAPY WARD & OPD  
OF ACCF AT  
F.A.A.M.C.H, BARPETA, ASSAM.**

**ASSAM CANCER CARE FOUNDATION**  
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 Website: [www.assamcancercarefoundation.org](http://www.assamcancercarefoundation.org)

### NOTICE INVITING TENDER

**Ref. No: ACCF/CIVIL/BARPETA/DCC/20-21/08**

**Date: 01/10/2020**

Online bids are invited from eligible contractors for the construction (civil, interior and MEP) of Day care chemotherapy ward & OPD at F.A.A.M.C.H, Barpeta, Assam.

Sl. No	Name of Work	Time for completion	Estimated Value of Work excluding GST (Rs. Lakh)	Earnest Money Deposit (Rs.)	Cost of Bid Document (Rs.)
1	Item Rate Contract for civil, interior and MEP works Day care chemotherapy ward & OPD at F.A.A.M.C.H, Barpeta, Assam.	30 days	30.02	60,000/- (for General Category)  (Applicable relaxation <sup>1</sup> for reserved category as per Govt. of Assam rules)	2000/-

#### Calendar of Events

Sl. No.	Schedule	Due date
1.	Tender notice date	01 <sup>st</sup> October 2020
2.	Date of availability of Tender Document (online)	01 <sup>st</sup> October 2020
3.	Pre- Bid Meeting Date (ACCF Office, 3 <sup>rd</sup> Floor, V.K. Trade Centre, Opp. Down Town Hospital, G.S. Road, Guwahati – 781022, Assam) – Or Online – Link For Meeting <a href="#">Join Microsoft Teams Meeting</a> <a href="tel:+912260011905">+91 22 6001 1905</a> India, Mumbai (Toll) Conference ID: 279 909 642#	07 <sup>th</sup> October 2020 Time: 3.00 pm
4.	Due date for Bid Submission (Online)	15 <sup>th</sup> October 2020 Time: 1500 Hrs

<sup>1</sup> If any relaxation is being claimed by any bidder in EMD, the concerned Govt. notification(s) should be attached along with the submitted bid. In absence of relevant notification(s), no relaxation in EMD shall be given.

5	Date of bid opening	15 <sup>th</sup> October 2020, 1530 Hrs
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**S/d**  
**Assam Cancer Care Foundation**

## INSTRUCTIONS TO TENDERERS- E TENDERING

### **General Instructions:**

To view the Tender Document along with this Notice and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Assam Cancer Care Foundation (ACCF): <https://accf.procure247.com>

The Bidders participating first time for e-Tendering on Assam Cancer Care Foundation (ACCF) e-tendering portal will have to complete the Bidder Registration Process on the e-Tendering portal. A link for enrolment of new vendors has been provided on the above link. All prequalified bidders interested in participating in the online e-Tendering process are required to procure Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's Digital e-Token.

If any assistance is required regarding e-Tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Assam Cancer Care Foundation (ACCF) e-Tendering Help Desk on 9276860124 / 9824960061 or mail: [accf@tender247.net](mailto:accf@tender247.net) or [sales@procure247.com](mailto:sales@procure247.com)

### **Purchase and Downloading of Tender Document**

The tender document is uploaded / released on the Assam Cancer Care Foundation (ACCF) website. Tender document and supporting documents may be downloaded from above link also. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

### **Purchase and Downloading of Tender Document**

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online. Client has the right to summarily reject the Bids not submitted online.

## **Disclaimer**

- This Tender is issued by Assam Cancer Care Foundation (“ACCF” or “Client”)
- The information contained in this Tender document or information that may be subsequently provided to the interested applicants (“Applicant” or “Bidder” or “Tenderer”), whether verbally or in documentary or in 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 Tender document and such other terms and conditions subject to which such information is provided.
- This tender document is neither an agreement nor an offer by the Client to the prospective Applicant or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation and submission of their bid pursuant to this Tender.
- This document 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.
- This Tender document may not be appropriate for all persons, and it is not possible for the client and its employees, advisors or consultants to consider the objectives, technical expertise and particular needs of each party who needs or uses this.
- The assumptions, assessments, statements and information contained in this tender document 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 document and obtain independent advice from appropriate sources.
- The drawings, Bill of Quantities (BOQ), which form part of this tender document is indicative and the client is not responsible for their accuracy. The quantities and specifications may change depending on the detailed design development during execution. The Client owes no responsibility (financially or otherwise) for any change in this respect.
- Information provided in this Tender Document 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.
- 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 document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this document and any assessment, assumption, statement or information contained herein or deemed to

form part of this tender document or arising in any way in the pre-qualification/shortlisting process.

- This Tender document 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 Tender, the confidentiality obligations under this Tender or subsequent tender or contract shall continue to be binding on and adhered to by the Applicant.
- 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 Tender document.
- 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 Tender document.
- Client reserves the right to accept or reject any or all the Bids without assigning any reasons whatsoever and is not obliged to correspond with any Bidder in this regard. Further, Client reserves the right to cancel the tendering process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for Bid does not give rise to any right of award and is not an offer or invitation to offer. The Client also reserves the right to award the contract by splitting into various packages or phases or other convenient means as it deems necessary to implement the project.
- The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will have to be borne by the Bidder and Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in the preparation and submission of the Bid, regardless of the conduct or outcome of the selection process.
- Client will not entertain any claim for expenses in relation to the preparation of any Bid pursuant hereto.

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**VOLUME -I**  
**INTRODUCTION TO ACCF**



## 1. INTRODUCTION TO ACCF

- 1.1. 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 cancer care model was conceptualized by the Trusts and the Government of Assam to create patient-centric cancer institutions to deliver standardized and affordable cancer care closer to patients’ homes. 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 centres in different districts, interlinked with the apex centres, are proposed to be set up to handle diagnosis and care, and to shift load away from apex hospitals. This will bring high-quality cancer care closer home for patients and reduce their financial burden. Infrastructure development is being supplemented with plans to develop trained human resources, awareness and prevention programs, and a unified technology platform to deliver high-quality care.
- 1.2. 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.

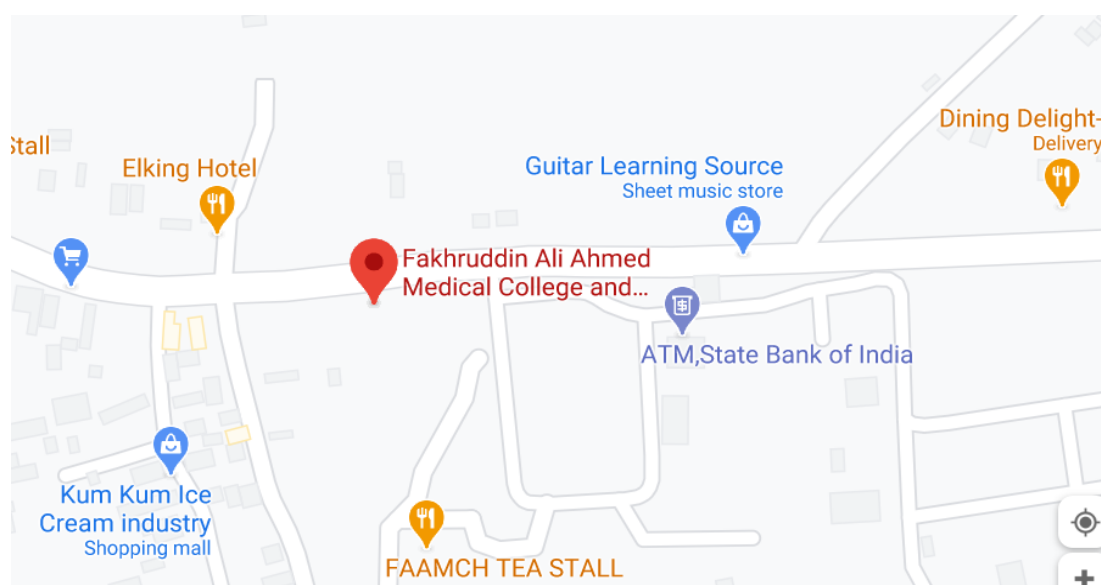
**VOLUME -II**  
**INSTRUCTIONS TO BIDDERS**

## 2. INSTRUCTIONS TO BIDDERS

### 2.1 Scope of Bid

- 2.1.1 ACCF invites bids for Item rate contract works for the civil, interior and MEP works of Day care chemotherapy ward & OPD at F.A.A.M.C.H, Barpeta, Assam – all works to be executed in parallel.
- 2.1.2 The successful Bidder shall be required to complete the Works by the intended completion time specified in the Tender Documents.
- 2.1.3 Details of site location are given below:

#### F.A.A.M.C.H, Barpeta



- 2.1.4 As part of this Tender, the Client has provided Schematic Drawings, Bill of Quantity and other Technical Documents for both work packages. (Please refer Volume V and VI)
- 2.1.5 The scope of work for the work packages are as follows:

Package	Scope
Day Care Centre and Onco OPD, Barpeta	Civil, Interior & Electrical

### 2.2 Time for completion:

- 2.2.1 All work packages are to be completed in a maximum of 32 days.

- 2.2.2 Completion timeline shall include time required for Contractor to mobilize resources as well as preliminary site set up and site clearance, testing and handing over.
- 2.3 The Contract shall be awarded on a re-measurable contract basis with schedule of rates based on Bill of Quantities (BOQ) to the technically qualified bidder selected as per the evaluation method proposed in this Tender and financially the least cost Bidder(s). The Final Contract Value shall be arrived at based on approved site measurements for quantities and the schedule of rates from the relevant BOQ.
- 2.4 It is clarified that medical equipment (including purchase and installation) relating to the project is not part of the scope.
- 2.5 ACCF retains the right to modify the scope at its discretion which shall include increase or decrease in the scope of work based on prevailing situation during the Contract period.
- 2.6 **Participation in Bid:**
- 2.6.1 The cost of bid document is Rs. 2000/- (Rupees two thousand only) to be paid in the form of Demand Draft in favour of ACCF.
- 2.6.2 Online submission of Bid is mandatory. Manual submission (without online submission) of bid will be considered as invalid.
- 2.6.3 The Bid should be accompanied with Earnest Money Deposit (EMD).
- 2.7 **Earnest Money Deposit (EMD):**
- 2.7.1 The Bidder shall furnish, as part of his Bid, an Earnest Money Deposit (EMD). The EMD shall be in favour of ACCF in one of the following forms:
- (i) 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).
  - (ii) Fixed Deposit Receipt issued by any Nationalized /Scheduled Commercial Bank in India or a foreign Bank approved by RBI, acceptable to ACCF.
  - (iii) NEFT/RTGS to Assam Cancer Care Foundation, Guwahati to following bank:

Account Number- 37754113832  
State Bank of India  
A/c Holder Name: Assam Cancer Care Foundation,  
IFSC Code- SBIN0003030,  
Type of Account- Current Account

- (iv) EMD shall be valid for a minimum terms of 45 days from the last date of Bid submission.

2.7.2 The EMD of unsuccessful bidders will be returned within 45 days from award of Contract.

2.7.3 The EMD of the successful Bidder will be released only when the bidder has signed the Contract and furnished the Performance Security.

2.7.4 The EMD shall be forfeited in case: i) the Bidder withdraws the Bid after Bid opening during the period of Bid Validity; ii) If the Bidder does not accept the correction of the Bid Price, pursuant to correction of errors; iii) or in case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the Agreement; iv) or Furnish the required Performance security.

2.7.5 Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in the Tender Document and Client retains the right to reject the Bid in summary.

## 2.8 Eligibility Criteria

Clause	Criteria	Documents Required
2.8.1	Should be registered with any Govt. of Assam Department/Central Government/MSME/Central PSUs/ State PSUs/ULBs.	Copy of Registration Certificate.
2.8.2	Should have an average annual turnover of Rs. 50 lakhs in the last 3 (three) financial years from construction business/interior and electrical works.	Audited Statement of Accounts and CA Certificate (Annexure-5)
2.8.3	Should have valid labour license and be registered with ESIC and EPF.	Copies of license and registrations.
2.8.4	Should not have been blacklisted by any government department or agency for non-performance or otherwise.	Declaration by the bidder (notarised)
2.8.5	Should not have any legal proceedings pending against the Contractor by any government department or agency.	Declaration by the bidder (notarised)

## 2.9 One Bid per Bidder

2.9.1 Each bidder shall submit only one bid against this Tender. A bidder who submits more than one Bid (directly or through any other firm in which it has substantial interest) will cause all the proposals with the Bidder's participation to be disqualified.

## 2.10 Subcontracting of entire Works prohibited

2.10.1 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.

## **2.11 Cost of Bidding**

2.11.1 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.

## **2.12 Site Visit**

2.12.1 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.

2.13.1 The set of bidding documents comprises the documents volume II to VI as listed in the Table-1

2.13.2 The Bidder is expected to examine carefully all instructions, Conditions of Contract, forms, terms, and Technical Specifications, Bill of Quantities, Appendix / Annexure and drawings 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.

2.14.1 Bidder requiring any clarification with respect to the Tender shall write to the email id accf@tender247.net on or before the due date for seeking clarification. Responses will be shared to all Bidders via the online portal or email, including a description of the enquiry but without identifying its source.

2.15.1 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.

2.15.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

2.15.3 The Bidder may submit any questions in writing to the email id provided.

2.15.4 Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given will be transmitted without delay to all Bidders. Any modification of the Bidding Documents listed in Clause 3.15 which may become necessary as a result of the pre-bid meeting shall be made by ACCF exclusively through the issue of an Addendum pursuant to Clause 3.18 and not through the minutes of the pre-bid meeting.

- 2.15.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 2.16.1 Before the deadline for submission of Bids, ACCF may modify the bidding documents by issuing addenda.
- 2.16.2 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.
- 2.16.3 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.
- 2.16.4 Language of the Bid: All documents relating to the bid shall be in the English Language.
- 2.17.1 The Bids to be submitted by the Bidder shall be categorized as Technical Bid and Financial Bid.
- 2.18.1 Bidder shall also submit following Documents as part of Bid submission
- Applicant Details: As Per Annexure-1
  - Bid Security as specified in this Tender (Annexure 2)
  - Undertaking that the Bid shall remain valid for the Bid Validity Period (as per Annexure 3)
  - List of Projects successfully executed as per Annexure 4
  - Financial Information: As per Annexure- 5
  - Work Execution Methodology (Work Schedule / Bar Chart, Method statement for standard items of work, Tests related to Materials , Standard safety precautions including minimizing disturbances and pollution in an operational hospital environment
  - Proposal for any subcontracting of work, if any, valuing more than 20% of the contract value.

2.19 :

2.19.1 Financial Bid shall comprise of the following:

- Letter of Submission of acceptance (Refer Annexure 8)
- Commercial bid as per the below format

	Priced BOQ Figures (in Rs.)	GST	Total Estimated Contract Price
<b>Day Care Chemotherapy ward, Barpeta</b>			
Civil Works			
Sanitary and plumbing works			
Furniture & fixtures			
Electrical Works			
Air Conditioning, Water Dispensers & Fans			
IT			
<b>TOTAL</b>			

(c) Priced Bill of Quantities for Items specified in the BOQ for work as mentioned below:

<b>Packages</b>	<b>Day Care Chemotherapy ward &amp; OPD</b>
	Full BOQ
Bidding requirement	Yes

Note: The item rates are to be quoted excluding of all taxes. Taxes to be shown separately.

- 2.19.2 List of Basic Price items with rates. (please refer Annexure-6). 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.
- 2.19.3 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.
- 2.19.4 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.
- 2.19.5 The Contract shall be awarded on an Item Rate Contract basis based on Bill of Quantities (BOQ) to the most competitive Bidder(s) selected as per the evaluation method proposed in this Tender document. The Final Contract Value shall be derived on approved site measurements and the bill rates. It is clarified that the Contract will be item rates and deviation up to +/- 25% from BOQ quantities is possible. The payment shall be adjusted based on the actual quantities as per joint measurement. For variations more than 25% or new line item in BOQ, the basis of item rate shall be as per the schedule of fiscal aspects.
- 2.19.6 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 Contractor by awarding the Contract on suitable basis by splitting into 2 different packages. However, the intention of the Client is to award the Contract to a single Bidder subject to least cost bid.
- 2.19.7 There shall be no price escalation or basic price variation payable by the Client for any materials.
- 2.19.8 The Client retains the right for direct sourcing and supply of materials, the basic rate for which would be as per Annexure 6. In case where Client supplies the materials directly, the cost of such materials supplied shall be reduced from the value of the Contract with the successful Bidder. In cases where Client sources the supply for the successful Bidder (and successful Bidder pays for the materials), any variation in the basic price as per Annexure 6 and the actual price paid by the



successful Bidder shall be adjusted in the contract value and same amount shall be credited to client (in case of savings) without any reservation, claims and legal obligations from the Bidder. In case the Client sources the supply of materials and purchase orders are placed directly by the successful bidder and Client pays the supplier for the materials, the contract value shall be adjusted for the quantity supplied at the basic price mentioned in Annexure 6.

2.19.9 The rates and prices quoted by the Bidder shall be fixed and without any escalation till the completion of all projects and shall not be subject to adjustment of rates on any account.

2.20 Payment schedule: Please refer schedule of fiscal aspects

**2.21 Currencies of Bid and Payment**

2.21.1 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.

**2.22 Bid Validity**

2.22.1 Bids shall remain valid for a period not less than 30 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 as per Annexure 3 and Form of Bid submitted by the Bidder, the later shall be deemed to stand corrected in accordance with the former.

2.22.2 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.

**2.23 Alternative Proposals by Bidders**

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

**2.24 Format and Signing of Bid**

2.24.1 The Bidder shall prepare and submit the Bid in the online portal.

2.24.2 Bid Documents to be submitted in hard copy: All bid documents as per clause 3.13 would be stamped, signed and submitted In Original.

2.24.3 The Hard 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 initialled by person or persons signing the bid.

2.24.4 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 initialled by the person or persons signing the bid.

2.24.5 Online Bids shall be digitally signed as per Class 3 digital certificate by a person or persons duly authorized to sign on behalf of the Bidder.

## **2.25 Deadline for Submission of Bids**

2.25.1 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.

2.25.2 ACCF may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 2.16, 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.

## **2.26 Late Bids**

2.26.1 Any Bid received late after the deadline prescribed in Clause 2.25 will not be considered.

## **2.27 Modifications and Withdrawal of Bids**

2.27.1 Bidders may modify or withdraw their bids prior to the deadline prescribed in Clause 3.25 in the Online portal.

2.27.2 Each Bidder's withdrawal notice shall be prepared, sealed, marked, and delivered, with the outer and inner envelopes additionally marked "WITHDRAWAL", as appropriate.

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

2.27.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the Bid Validity may result in the forfeiture of Bid Security pursuant to this Tender condition.

## **2.28 Bid Opening**

2.28.1 ACCF will open all Bids received online, through application of required digital signature on the date and time as mentioned in Notice Inviting Tender or such other date as may be notified by ACCF issuing a corrigendum. Initial check after Bid Opening: If the cost of the Bidding document is not there or incomplete, the remaining bid documents may be rejected.

2.28.2 If the Bid Security furnished does not conform to the amount, form and validity period as specified in this tender document, the bid shall be liable for rejection.

## **2.29 Subsequent process**

2.29.1 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 Tender.

2.29.2 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.

2.29.3 The bidders will respond within 2 days of issue of the clarification letter or email.

2.29.4 Immediately, on receipt of these clarifications the Evaluation Committee will finalize the list of bidders, whose financial bids are eligible for consideration.

2.29.5 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"

2.29.6 Bidders, at the discretion of the Client, may be allowed to modify the Financial Bid only for errors identified in the Financial Bid. Such modifications 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.

## **2.30 Process to be Confidential**

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

## 2.31 Technical Bid Evaluation

2.31.1 Technical Bids shall be evaluated based on following criteria:

Category	Criteria	Max Score
Experience in similar works	Experience in interior works along with civil, electrical works: (80% marks for minimum 1 such work, 100% for more than 1)	35
	Experience as lead contractor for at least 2 projects of similar nature in last 5 years (60% up to 2 projects, 80% for 2 to 4 projects, 100% for more than 4 projects)	20
	Quality Policy Document / Certification (ISO 9001 or similar)	05
Work Execution Methodology	Indicative schedule of Work / Work Program	05
	Quality Management Plan (Method statement for standard items of work, related to civil, interior and electrical work, )	05
	Standard safety precautions including minimizing disturbances and pollution in an operational hospital environment	05
Technical Manpower	List of technical manpower along with organisational strength.	05
Financial Strength	Average Annual Turnover (in last 3 years)- Up to 0.5 Cr – 5 Marks 0.5 Cr- 1.0 Cr- 8 Marks Above 1.0 Cr- 10 Marks	20
	TOTAL	100

2.31.2 Bidders who obtain minimum 60 marks only shall be considered for financial bid evaluation. In case there are less than 3 Bidders who qualify as per the above criteria, the Client may decide to relax the above criteria at its discretion such that minimum 3 bidders qualify.

## 2.32 Clarification of Financial Bids

2.32.1 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 2.29.

2.32.2 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.

## 2.33 Examination of Bids and Determination of Responsiveness

2.33.1 During the detailed evaluation of Bids, ACCF will determine and evaluate the Bids (a) considering the Technical 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.

2.33.2 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.

2.33.3 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.

#### **2.34 Correction of Errors**

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

2.34.2 Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

2.34.3 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.

2.34.4 The amount stated in the Financial Bid 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:

2.34.5 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;

2.34.6 If the Bid price decreases as a result of this correction, the decreased amount as stated in the Bid will be the ‘Bid Price’.

2.34.7 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 these Tender conditions.

2.34.8 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 paisa below fifty and to next rupee for amount with fifty paisa or more. The ranking in the financial bid/comparative statement shall be based upon the rounded bid price.

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

- 2.35.1 ACCF will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 3.33.
- 2.35.2 Marks scored in EOI stage as well as on Technical evaluation will be given weightages as described
- 2.35.3 Based on the Technical Bids received, the Bidders shall be evaluated and assigned marks as per the specific Technical Evaluation Criteria as mentioned in clause 3.31 above.
- 2.35.4 The Financial Bid opening shall be considered for only those Bidders who score minimum of 60 marks as per the criteria given in para 3.31.
- 2.36 Financial Bid shall be evaluated based on the following:**
- 2.36.1 Priced Bill of Quantities submitted by the Bidder shall be considered for comparison and evaluation of financial bids.
- 2.36.2 In case Bidder has submitted a conditional bid subject to certain the terms and conditions, the Bid may be summarily rejected by the Client at its discretion.
- 2.36.3 Client shall consider awarding the contract based on least cost basis amongst the technically qualified Bidders only, either for individual work packages or all work packages together as the case may be. ACCF, however, is not obliged to award the Contract to the least cost Bidder or assign any reason whatsoever.
- 2.36.4 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, or
  - (b) Making appropriate adjustments for any other acceptable variations, deviations; and
  - (c) Rounding the Bid Price to the nearest rupee
- 2.36.5 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
- 2.36.6 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.
- 2.36.7 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 3.40 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.

2.36.8 A Bid containing several items in the Bill of Quantities, which are unrealistically priced low, and which cannot be substantiated satisfactorily by the bidder, may be rejected as nonresponsive.

## **2.37 Award Criteria**

2.37.1 Subject to Clause 3.36, ACCF may award the Contract to the Bidder who has scored the minimum required score in the Technical bid and whose commercial bid is considered most competitive. The successful bidder's bid has to be substantially responsive to the requirements as per Clause 2.18.

2.37.2 The work may be awarded to the responsive bidder with lowest price.

2.37.3 ACCF may split the contract on package basis.

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

2.38.1 Notwithstanding Clause 3.37, ACCF reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for ACCF's actions.

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

2.39.1 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.

2.39.2 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 3.40.

2.39.3 Within 5 days of receipt of the Letter of Award, the successful Bidder will sign the Agreement and deliver it to the Client, for acceptance of the same.

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

## **2.40 Performance Security**

2.40.1 Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to ACCF, a Performance Security in favour of ACCF in any of the form given below for an amount equivalent to 5 % (five per cent) of the Contract Price

(a) Bank guarantee in the form given; or

(b) Fixed deposit in the name of ACCF from any Nationalized / Scheduled Commercial bank

(c) NEFT/RTGS in favour of Assam Cancer Care Foundation, Guwahati

2.40.2 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 Nationalized Indian bank, prepared in non-judicial stamp paper of specified value.

2.40.3 Failure of the successful Bidder to comply with the requirements of Clause 3.40.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**2.41 Dispute Review Experts**

2.41.1 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.

**2.42 Corrupt or Fraudulent Practices**

2.42.1 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.



**VOLUME -III**  
**GENERAL CONDITIONS OF CONTRACT**

### **3. GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions and 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"/"Client" means ASSAM CANCER CARE FOUNDATION (ACCF), having its corporate office at 3<sup>rd</sup> Floor, V.K. Tower, Opp. Down Town Hospital, G.S. Road, Guwahati - 781022 Road, Guwahati, Assam and includes its legal successors and assigns.
- (b) "Architect" means the Architect nominated from time to time by the Employer for the purposes of this Contract and includes the Architect's authorized representative notified as such by the Architect to the Contractor.
- (c) Until otherwise informed, M/s Edifice Consultants Pvt. Ltd is nominated by the Employer as the Architect for this Contract
- (d) "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 Ltd., or any other firm appointed by the Employer
- "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.
- (e) "Sub-Contractor" means a party or parties having a direct contract with the Contractor to whom any part of the Contract has been sublet by the Contractor with the prior approval in writing of the Engineer/Employer
- (f) "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 form one contract and shall be complementary to one another.
- (g) "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, Civil Works, Technical Specifications, Bill of Quantities with Detailed Specifications, Environmental, Health & Safety (SHE) Plan, Preliminary Project Construction Schedule, Drawing – Site Location, Drawings Of Architectural & Structural Developments for Civil Works
- (h) "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.
- (i) "Site" shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out of the contract.

- (j) 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.
- (k) "Temporary Works" means all temporary works of every kind required in connection with the execution, completion and maintenance of the Works by the Contractor, to be erected and maintained at Contractor's own cost and risk.
- (l) "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.
- (m) "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.
- (n) "Materials" means the materials, apparatus, equipment's, fittings, fixtures and all such other material which are incorporated in the 'works'.
- (o) "Constructional Plant" means all appliances or things of whatsoever nature required in connection with the execution, completion and maintenance of the Works or Temporary Works by the Contractor at his own cost and risk but does not include materials or other things intended to form or forming part of and incorporated in the permanent works.
- (p) "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
- (q) "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.

- (r) "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
- (s) "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.
- (t) "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.
- (u) 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.
- (v) "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 labour 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)
- (w) "Month" means English calendar month.
- (x) "Week" means seven consecutive calendar days.
- (y) "Day" means a calendar day beginning and ending at 00 Hours and 24 hours respectively.
- (z) "Contract Value/Sum" means the total value of the tender as accepted by the Employer calculated on the basis of quoted rates.
- (aa) "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.

**3.2 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.

**3.3 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 terminate 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.

### **3.4 Contract Agreement Requirement**

- (a) 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 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 Employer.

### **3.5 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

### **3.6 Priority of Documents**

- (a) 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:
  - i. Contract Agreement
  - ii. Letter of Acceptance.
  - iii. Tender.
  - iv. Special Conditions.
  - v. General Conditions.
  - vi. Specifications.
  - vii. Drawings. And
  - viii. Schedules and any other documents forming part of the Contract.

### **3.7 Compliance with Laws:**

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

- (a) The Employer shall have obtained (or shall obtain) the planning. Zoning or similar permission for the Permanent Works. And any other permissions described in the Specification as having been (or being) obtained by the Employer: and the

Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so: and

- (b) 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.

**3.8 Right of Access to the Site:**

The Employer shall give the Contractor right of access to and possession of all 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 any foundation, structure, plant or 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

**3.9 Ground for With-Holding Payments:**

The Client / Project Manager 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.

**3.10 Indemnification**

3.10.1 The Contractor shall be responsible for and shall save harmless and indemnify the ACCF, the ACCF's employees, subcontractors, 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, subcontractors, 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.

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

**3.11 Settlement of Disputes, Arbitration:**

**3.11.1 Arbitration will be as follows:**

- (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 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 of 3 arbitrators 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 legal disputes, or any other strategic agency involved in this program

3.11.2 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

### 3.12 **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

### 3.13 **Force Majeure:**

3.13.1 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.

3.13.2 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.

### **3.14 Medical Alerts and Safety Notification**

3.14.1 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.

3.14.2 The Contractor shall also:

- (a) 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
- (b) Communicate the situation set out in Section 23 (i) by registered mail, email and by facsimile to the ACCF.

### **3.15 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.

### **3.16 Intellectual Property Rights**

- (a) It is hereby acknowledged and agreed that the Owner / Project Manager 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 / Project Manager 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 / Project Manager upon termination/expiry of this Contract.

### **3.17 Publicity**

- (a) 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.

### **3.18 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.

### **3.19 Governing Law**

This Purchase Order shall be construed under and governed by the laws of the Indian Government (State & local), or any laws importing that convention shall apply.

### **3.20 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 favours 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).

**3.21 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 7 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 7 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 7 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:
  - i) This fully detailed claim shall be considered as interim:
  - ii) 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
  - iii) The Contractor shall send a final claim within 28 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 7 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. 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.

**3.22 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.

### **3.23 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 this 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

## **TIME CONTROL**

### **3.24 Schedule Management Plan**

- (a) Within 7 days of issue of LOI, the Contractor shall submit to the Engineer for approval a Schedule Management Plan with Baseline Schedule showing the general methods, arrangements, order, timing for all the activities in the Works along with monthly cash flow forecast.
- (b) An update of the Baseline Schedule shall be a Schedule showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities. The Contractor shall submit to the Engineer, for approval, an updated Schedule at intervals of 15 days. If the Contractor does not submit an updated Schedule within this period, the Engineer may withhold part amount from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Schedule has been submitted.
- (c) The Engineer's approval of the Schedule shall not alter the Contractor's obligations. The Contractor may revise the Schedule and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.
- (d) The Tenderer should describe their system of Project Scheduling and Monitoring, the extent of Computerization Level of Detailing, Track Methodology etc with the name of Computer Packages and Sample outputs.

### **3.25 Extension 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 7 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 7 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 7 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision.

### **3.26 Delays Ordered by the Engineer**

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

**3.27 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

**3.28 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.

**QUALITY CONTROL**

**3.29 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).

**3.30 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.

**3.31 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.

**3.32 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.

**3.33 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.

## **COST CONTROL**

### **3.34 Bill of Quantities**

- (a) The Bill of Quantities shall contain items for the construction, 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.

### **3.35 Change in the Quantities**

As mentioned in the Schedule of Fiscal Aspects

### **3.36 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.

### **3.37 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 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.

### **3.38 Cash Flow Forecasts**

When the Schedule of Works is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

### **3.39 Monthly Statement Certificates**

- (a) The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (b) The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount after considering, any credit or debit for the month in question in respect of materials for the works in the relevant amounts. The payment will be

made as per the payment mechanism proposed as part of Financial Bid and agreed by the Client and the Bidder subject to the availability of fund.

- (c) The value of work executed shall be determined by the Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall include the valuation of variations and Compensation Events.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **3.40 Payments**

- (a) Payments shall be made as per the payment mechanism proposed by the Bidder 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), 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.

#### **3.41 Compensation Events**

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

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

3.41.2 If compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Time, the Date, the Contract price shall be



increased and /or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price and completion date shall be extended.

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

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

### **3.42 Tax**

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

### **3.43 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 as defined in clause 4.2 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.

### **3.44 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 or 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, a applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

### **3.45 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 5%.

### **3.46 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, 28 days from the date of expiry of Defects Liability Period and issue of the certificate of completion.

### **3.47 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.

### **3.48 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.

### **3.49 Taking Over**

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

### **3.50 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 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 15 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 15 days of receiving the Contractor's revised account.

### **3.51 Handing Over Reports 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.

### **3.52 Termination**

3.52.1 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 15 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 28 days.

- (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) The Engineer gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) The contractor does not maintain a security, which is required;
- (g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid; and
- (h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.52.2 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 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."

3.52.3 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.

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

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

### 3.53 **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.

### 3.54 **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 -IV**  
**SPECIAL CONDITIONS OF CONTRACT**

#### 4. Special Conditions of Contract

##### 4.1 About the Project

**Day Care chemotherapy ward and OPD:** Work of includes Civil, Interior and MEP works. The Project scope includes of this facility as specified in the technical documents and the BOQ.

##### 4.2 Schedule of Fiscal aspects

Sl. No.	Description	Remarks
	Contract Price	As per final agreed contract price
	Sequences of Payments	<p><b>Mobilisation Advance:</b> Mobilisation advance if required, shall be maximum to the limit of 10% of contract value and shall have to be furnished in form of bank guarantee in the prescribed format. The mobilization advance can only be availed of by the Contractor only on happening of the following sequence of event:</p> <ol style="list-style-type: none"> <li>Issuance of LOA</li> <li>Possession of site and initiate mobilization in the site</li> <li>Arrangement of Labour License and statutory licenses/ permission from government/ local bodies.</li> <li>Submission of Bank Guarantee of equal amount in prescribed Format.</li> </ol> <p><b>Payment on Virtual Completion:</b> 80% Payment shall be made after Virtual Completion of all the packages and to be certified by ACCF/ PMC.</p> <p><b>Final Payment:</b> 20% Final payment shall be made after handing over the packages with all necessary drawings and documents and to be certified by ACCF/ PMC.</p>
	Payment Schedule	<p><b>To be paid as follows:</b></p> <p><b>Mobilization Advance:</b> Within 3 days after issuance of LOA.</p> <p><b>Payment on Virtual Completion:</b> Within 5 days after submission of Invoice. Mobilization advance shall be adjusted from the invoice before payment.</p> <p><b>Final Payment:</b> Within 15 Days after handing over of all drawings and documents.</p> <p>Any disputed payment will be subject to Clause 4.11 for dispute resolution and the Employer shall not pay any disputed amounts till the determination of the payment dispute.</p>
	Retention Money	Unless the Contractor has provided a Retention Money Security in the format annexed hereto as Annexure 7 for an amount equal to 5% (five percent) of the Contract Price, the Employer shall be entitled to retain such monies of the gross amount of invoice till the amount so retained by the Employer reaches 5% (five percent) of the Contract Price.

	Performance Security	The Contractor is required to furnish security against performance, either as (i) an unconditional irrevocable bank guarantee as Performance Bank Guarantee and in the format in Annexure 7a; or (ii) a fixed deposit receipt, both for an amount equal to the 5% (five per cent) of the Contract Price; within 7 (seven) days of the date of issuance of the Work Order, with a validity extending up to the date of expiry of the Defects Notification Period with a claim period of 60 (sixty) days beyond validity;
	Defect Liability Period	The Defects Notification Period shall be for 6 (six) months after Completion Certificate, unless extended in accordance with the Contract.
	Change in Tax	If, after the Base Date there is an unforeseeable introduction of or change in Laws, ordinances, statutes, rules, regulations, orders or decrees relating to Taxes (but excluding changes to Tax laws where such Taxes are based upon Contractor's inventory, income, profits/losses or cost of finance) which become effective after the Base Date and in the determination of the Employer, has a direct impact on Contract Price, affecting the costs and expenses of the Contractor, the Contract Price shall be correspondingly increased or decreased to the extent that the Contractor is affected in the performance of any of its obligations under the Contract, in accordance with the provisions of Clause 38.
	Labour Cess	The Client will pay contractor only for the value of contract finally agreed. Any Labour cess shall be paid by the contractor directly. If the Client is required to pay any labour cess, the same will be deducted from the RA bills and remitted to the regulatory authority.
	Liquidated Damages	For failure of the Contractor in complying with the Time for, the Contractor shall pay to the Employer damages for delay calculated at the rate of 1% (one per cent) of the Contract Price attributable to the unfinished value of work, subject to a maximum of five per cent (5%) of the Contract Price, between the relevant Time for Completion and the date stated in the Completion Certificate.
	Insurances	The Contractor is required to provide the following insurances: CAR Policy Third Party Liability Insurance Workmen's Compensation in accordance Professional Indemnity Insurance
	Price Escalation	None
	Base Price Material	As per Annexure-6
	Extra Items- Non BOQ	Extra Items- Non BOQ item shall be computed as follows:  a) The rate of extra items and deviation items beyond the permissible limit will be worked out at market rates prevailing at the time of commencement of execution of these items. The final rate to be considered shall be the lower of (i) latest Assam PWD rate if available or CPWD rate wherever APWD is not

		<p>available and / or (ii) market rate arrived based on 3 competitive quotations and (iii) Cost of materials incl. consumables + Wastage + tools &amp; plants + labour cost + 15% for Overheads and Profit +Labour Cess +GST</p> <p>b) Wastage shall be as agreed between client and contractor on a case to case basis</p> <p>c) Labour cess shall be as applicable</p>
	For Substituted items	<p>For substituted items, the BOQ item rate of the original item will be adjusted for the difference in rates of original and substituted items.</p> <p>The rate to be considered for substituted items shall be the lower of (a) latest Assam PWD rate if available or CPWD rate wherever APWD is not available and / or (b) market rate arrived based on 3 competitive quotations.</p>
	Increase or Decrease in BOQ items upon final measurement	<p>Contractor shall be paid on actual quantities based on measurement for each line item in the BOQ for variation up to 25% decrease or increase in the BOQ items covered in the Work Order.</p> <p>For deviations more than 25% of the quantities in the Work Order, the procedure for Extra Items shall apply.</p>

#### 4.3 Taxes, Duties and Other levies

Without prejudice to stipulations in general conditions of contract, the tenderer should quote prices inclusive of GST (as applicable), 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.

#### 4.4 Time Schedule

- (a) Time is the essence of the Contract. The work shall be executed strictly as per the Time-Schedule. Please refer clause 2.3 for details.
- (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

#### 4.5 Overall Project Schedule

- (a) The Contractor shall submit within 2 (Two) days of Letter of Intent, a sufficiently detailed overall Project schedule (in Microsoft Excel) indicating the inter relationship / inter dependence between various events and tasks.
- (b) 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.
- (c) The Contractor shall also submit one quality assurance plan incorporating applicable quality standards.
- (d) 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, sub-contracting, 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.

- (e) The Contractor shall prepare detailed functional schedule in line with network for functional monitoring and control and submit scheduled progress curves for each function viz., Planning, Designing, Execution, Ordering, Delivery and Commissioning.

#### **4.6 Project Review Meetings**

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

##### **A. Weekly Review Meeting:**

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

##### **Agenda:**

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

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

#### **4.7 Progress Reports**

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

- (a) Brief Introduction of the Work.
- (b) Activities Executed/Achievements during the Week.
- (c) Schedule v/s actual cumulative percentage progress and progress curves for sub-contracting and overall and quantum wise status of purchase orders against schedule.  
Areas of Concern /Problem/ Hold Ups, Impact and action plans.
- (d) Resources deployment status.
- (e) Annexure giving summary for materials requirements and deliveries, sub-contracting and construction.
- (f) Daily and Weekly reports, as instructed by the engineer, would be submitted in a format prescribed by the Engineer.

#### **4.8 Price Schedule with Price Bid**

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.

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.

#### **4.9 Measurement of Work**

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

- (a) 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.
- (b) 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.

Measurements shall be taken over finished surface in all cases

4.9.2 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 authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Project Manager in such measurement and shall furnish all required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Project Manager or approved by him shall be taken to be the correct measurement of the work.

4.9.3 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.

#### **4.10 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.

#### **4.11 Compliance with Labour Regulations;**

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

#### **4.12 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. It shall also be the sole responsibility of the Bidder to obtain all approvals, certificates, clearances and permissions etc. at the time of handing over the buildings and infrastructure during the currency of this contract. All necessary support required for obtaining these permissions, certificates, approvals, clearances, permissions, etc. shall be provided by the Client through their Local/Liaison Consultant.

#### **4.13 Standards**

4.13.1 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.

4.13.2 The work shall also conform to the requirements and regulations as may be applicable from time to time including but not limited to the following:

- (a) Statutory and Regulatory Compliances
- (b) Indian public health standards for hospitals
- (c) National Building Code
- (d) Fire Safety Compliances

#### **4.14 Construction Power, and water**

Arrangement, including necessary local authorities' approvals, of water and electric power required by the contractor for the works shall be made by him at own cost.

#### **4.15 Provision of Required Space for Site Camp**

- (a) Land may or may not be available adjacent to the site for setting up of contractor's site camp and other infrastructure like batching plant, bar

bending plant etc. and it is the responsibility of the contractor to set up the site office.

**4.16 Utilisation of Local Resources**

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

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

**4.17 Co-ordination with 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.

**4.18 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.

**VOLUME -V**

**DRAWINGS, TECHNICAL SPECIFICATIONS AND OTHER TECHNICAL DOCUMENTS**



Volume V -  
Drawings.pdf

**VOLUME -VI**  
**BILLS OF QUANTITIES**



Volume VI - BOQ.xlsx

## VOLUME -VII

### ANNEXURES

#### **Annexures**

- Annexure 1: Applicant details
- Annexure 2: Bid Security Bank Guarantee Format
- Annexure 3: Bid Validity Undertaking Format
- Annexure 4: List of projects executed
- Annexure 5: Financial Information
- Annexure 6: Basic Price Material List
- Annexure 7: Bank Guarantee Formats
- Annexure 8: Letter of Submission of Acceptance

### Annexure 1: Applicant's Details

<b>1. Organization Details</b>	
1.1. Full Name	
1.2. Legal Status (firm/company, etc)	
1.3. Jurisdiction of Incorporation	
1.4. Year of incorporation / registration	
1.5. Registration Number	
1.6. Registered Address	
<b>2. Mention the document authorising the Signatory (copy of the document of authorisation to be provided)</b>	
<b>3. Tax Registration Details</b>	
3.1. GST	
3.2. Income Tax	
<b>4. Contact Person for this Proposal</b>	
4.1. Name	
4.2. Address for Courier	
4.3. Office Phone	
4.4. Mobile Phone	
4.5. Fax No.	
4.6. E-mail Address	
<b>5. Certifications &amp; Procedures</b>	
5.1. Quality certifications (e.g. ISO9000, etc.)	
5.2. Environmental Management (e.g. ISO14000, etc.)	
<b>6. Number of Key Management and Engineering professionals</b>	



## Annexure 2: 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\_\_\_\_.

**THE CONDITIONS** of this obligation are:

- 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;  
or
- c) 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.

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

This Guarantee will remain in force up to and including the date [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 Tender document.

**Note2:** 200 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 3: 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 60 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 4: List of Projects Executed

	Project Name	Brief Scope of Work	Final project Value
4A	List of projects		
4B	List of Projects with Civil, Interior, Electrical works		
4C	List of Similar Projects in last 5 Years		

### Annexure 5: Financial Information- (CA Certificate Format)

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

We have verified the Audited Financial statements and other documents of..... having registered office at ..... pertaining to the financial year 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20. Based on our verification of the aforesaid 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
	2019-20 Audited / Unaudite d <sup>2</sup>	2018-19 Audited	2017-18 Audited	2016-17 Audited	2015-16 Audited	
Total Annual Turnover from Construction Business						
Net Worth (Share Capital+ Reserve+ Surplus)						
Profit Before Tax						
Profit After Tax						

The average of the highest three annual turnover as mentioned above of M/s.....is Rs.....(In words.....)

Value of existing commitments and ongoing works to be completed for all clients of the Applicant during the next 12 months from today (date of submitting the Application)	
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#### Note:

- a) In case audit of the accounts for the financial year 2019-20 is not complete on the date of submission, the Applicant may furnish unaudited financial statement of accounts with appropriate disclosure. In such situation, the Chartered Accountant has to certify that the turnover as per the unaudited statement of accounts are in agreement with the GST return.

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<sup>2</sup> delete whichever is not applicable

**Annexure 6: List of Basic Price Items**

<b>Sr</b>	<b>Item</b>	<b>Basic Rate</b>
<b>1</b>	Vitrified Tiles	<b>INR 780/Sqm</b>
<b>2</b>	Ceramic tile(450 X 300)	<b>INR 650/Sqm</b>
<b>3</b>	Granite slab- 20 mm thick	<b>INR 1500/sqm</b>

## Annexure 7a: Performance Security (Bank Guarantee)

To  
Director,  
Assam Cancer Care Foundation  
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Downtown Hospital, Guwahati – 781022, Assam

**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 28 days from the date of expiry of the Defect Liability Period.

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

## **Annexure 7b: Bank Guarantee for Advance Payment**

To  
Director,  
Assam Cancer Care Foundation  
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Downtown Hospital, Guwahati – 781022,  
Assam

Gentlemen:

In accordance with the provisions of contract, clause [●] ("Mobilization Advance") of the above mentioned Contract, [Name and Address of contractor] (hereinafter called "the Contractor") shall deposit with Assam Cancer Care Foundation [Name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee] Rs. ....../- Rupees ..... Only [in words].

This guarantee shall come into effect when the advance payment referred herein above shall be received by the contractor in his bank account number ..... with .....

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until Assam Cancer Care Foundation [name of the Employer] receives full repayment of the same amount from the Contractor or till 17-01-2021 whichever is earlier."

The total amount of this guarantee shall be progressively reduced by the amounts repaid by the contractor. However, any such reduction will be done by way of an amendment at the written request of the contractor and confirmed by the Employer on their sign verified letterhead.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs ....../- (Rupees ..... Only)
2. This Bank Guarantee shall be valid up to .....
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....at (Bank address) and we shall be relieved thereafter from all liabilities under this bank guarantee even if the original bank guarantee is not returned to us for cancellation.

Yours Truly,  
***Signature and Seal***

Name of Bank/ Financial Institution:

Address:

Date:

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



## Annexure 7c: Retention Money Bank Guarantee

To  
Director,  
Assam Cancer Care Foundation  
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Downtown Hospital, Guwahati – 781022, Assam

**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 According to the said contract, the employer has undertaken to make the balance payment of Rs. . . . . . Being the . . . . . % of the supply portion/Erection Portion/contract value (delete whichever is not applicable) against issuance of Retention Money Guarantee by a Bank for . . . . . % of the value of the supply portion/erection portion/contract value (Delete whichever is not applicable) 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 expiry of the Defect Liability Period or \_\_\_\_\_ (expiry date) whichever is earlier.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (\_\_\_\_\_)
2. This Bank Guarantee shall be valid up to \_\_\_\_\_
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ at (Bank address) and we shall be relieved thereafter from all

liabilities under this bank guarantee even if the original bank guarantee is not returned to us for cancellation.

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

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

Address\_\_\_\_\_

Date\_\_\_\_\_

## **Annexure 8**

### **Letter of Submission of Acceptance**

To  
Director,  
Assam Cancer Care Foundation  
3rd floor, V.K. Trade Centre, G.S. Road, Opp. Downtown Hospital, Guwahati – 781022, Assam

**Sub: - Submission of Confirmation Acceptance of the Tender details for Construction (Civil, Interior & MEP) of Day care chemotherapy & OPD In F.A.A.M.C.H, Barpeta, Assam**

Sir,

We, the undersigned, have read the tender document for 'ITEM RATE CONTRACT' for the said work in accordance with your request for proposal dated ..... We are hereby confirming our acceptance of scope of work, general and special terms and conditions, obligations, and responsibilities of the Contractor as indicated in the Tender Document.

Yours Faithfully,  
(Signature and Details of the Authorized Representative)