

**GOVERNMENT OF ASSAM**  
**DIRECTORATE OF AGRICULTURE, ASSAM**

**Notice Inviting e- Tender**  
**INVITATION FOR BID (IFB)**

NIT NO- AGRI/ENGG/4210/RIDF-XXV/KC/BID/2021-22/398

Dated : 19-01-2023

The Chief Engineer, Agriculture on behalf of Director of Agriculture, Assam, invites item rate bids for construction of **11 (Eleven) no. of Knowledge Centre** detailed in Annexure 'B' enclosed either from registered Contractor (Class –I) under Agriculture Department or APWD (Bldg), with a validity of 90 (Ninety) days from the date of opening of the Bid.. Bids are invited in 2 (Two) bid system, i.e. Technical Bid & Financial Bid.

1. The Contractors / Bidders must be registered with the E-tendering system provider for participating in the bidding process. The Bidding document may be downloaded through the Portal [assamtenders.gov.in](http://assamtenders.gov.in) by using their own user ID.
2. Online submission of Bid is mandatory. Manual submission (without online Submission) of bid will be considered as non responsive. Bidders are to submit the required papers by scanning and uploading the same before the expiry of the deadline for submission of bid mentioned below at SI-6.
3. The bidder shall submit the cost of the bid document (Tender processing fees) **Rs.1700/-** (Rupees One Thousand Seven Hundred only) to be deposited through net banking or TGS/NEFT as per office memorandum no. FEB.269/2017/27 Dtd- 21/08/2019. Bidders submitting cost of Bid (Tender processing fees) shall upload the scanned images of the same with the technical bid.
4. The bid security (EMD) shall be deposited through net banking or TGS/NEFT as per office memorandum no. FEB.269/2017/27 Dtd- 21/08/2019. Bidders submitting Bid security (EMD) shall upload the scanned images of the same with the technical bid.
5. **The activity schedule for bidding process of the above mentioned works shall be as per the Schedule shown below-**

SN	Activity	Start		End		Venue
		Date	Time	Date	Time	
1	Publishing	23.01.2023	10.00 AM			Conference Hall of Chief Engineer, Agriculture, Assam, Khanapara, Ghy-22
2	Document download	23.01.2023	10.00 AM			
3	Bid Submission	23.01.2023	10.00 AM	11.02.2023	5.00 PM	
4	Technical Bid Opening	13.02.2023	11.00 AM			
5	Financial Bid Opening	Notification will be published later on				
6	Pre bid Meeting	-	-	-	-	

(i) In the event of date of bid opening being a holiday, the activities will take place on the next working day.

6. Bidders are advised to scan their Technical Papers at 100dpi (In Black & White mode) in pdf format for multiple pages with maximum file size of 5MB. If numbers of pages exceeds, the bidders are advised to create multiple files and upload the same. For any assistance for Online Bidding, Bidders may write to **assamtenders.gov.in**
7. The Notice Inviting For Bid (IFB) will be a part of the bidding Documents.

Sd/-  
(*Anant Lal Gyani, IAS*)  
Director of Agriculture  
Assam, Khanapara, Guwahati-22

GOVERNMENT OF ASSAM  
DIRECTORATE OF AGRICULTURE  
ASSAM, KHANAPARA, GUWAHATI-22

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Dated :19 -01-2023

**PRESS NOTICE**

The Director of Agriculture, Assam, invites bids for the 11 **no. of Knowledge Centre** work with a validity of 90 (Ninety) days from the date of opening of the bids from registered Class –I Contractor/Firm/Pvt. Limited Co. of either Agriculture Department or APWD (Bldg).Details of the bids may be seen in the e-portal <**assamtenders.gov.in**>. The Bidders must be registered with the E-tendering system (ETS) of the Govt. of Assam. (Website: <http://www.assamtenders.gov.in>).All terms and conditions will be as per the Bidding Documents.

Sd/-  
(*Anant Lal Gyani, IAS*)  
Director of Agriculture  
Assam, Khanapara, Guwahati-22

## **SECTION 1: INSTRUCTIONS TO BIDDERS**

### **A. General**

#### **1. Scope of Bid**

- 1.1 The Chief Engineer Agriculture on behalf of Director of Agriculture, Assam, Khanapara, Guwahati-22 invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder is expected to complete the works by the intended completion date specified in the Contract data.

#### **2. Source of Fund**

- 2.1. The fund will be provided under **RIDF** Scheme. Payment will be made subjected to availability of fund.

#### **3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to all the registered contractors (Class-I) of the Agriculture Department or APWD (Bld) as per work value eligibility of the contractors according to the category of registration of the contractor.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government. Department
- 3.3 **Limitation for tendering**
  - i) A single contractor is eligible for tendering (participating) against maximum 3(Three) nos of Knowledge Centre construction work out of the present list of 11 (One) nos of Knowledge Centre construction.

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

- 4.1 Bidders shall include the following information and documents with their bids.
  - (a) Copy of the up to date registration issued by the Department.
  - (b) Total monetary value of construction work performed for each of the last five financial years; (2017-18 to 2021-22)
  - (c) Experience in works of a similar nature and size for each of the last five financial years (2017-18 to 2021-22) and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
  - (d) Major items of construction equipment proposed to carry out the Contract;
  - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (h) Authority to seek references from the Bidder's bankers;
  - (i) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
  - (j) Proposals for subcontracting components of the Works which in aggregate add to more than 20 percent of the Bid Price *(for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed; no vertical splitting of work for sub-contracting is acceptable)*; and
  - (k) The proposed methodology and program of construction including Environmental Management Plan, backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
  - (l) Copy of GST Registration certificate.
- 4.2 A. **To qualify for award of the contract, each bidder in its name & style should have the required qualification as given in the table below in the last five financial years i.e., 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.**

Required qualification
(a) Achieved, in at least one financial year, a minimum annual financial turnover (in all classes of Civil Engineering construction works only) 90% of bid value.
(b) Satisfactorily completed as a prime contractor, at least one new building construction work, duly certified by the Employer/Engineer (not below the rank of E.E.) of value not less than 80% of bid value.
(c) The bidder should possess valid electrical license for executing electrification works of the project and Anti termite treatment license for executing Anti termite treatment works of the project. In case, the bidder is not in possession of such license, the bidder must enter into a Collaboration/tie-up arrangement with such license holder having requisite experience. Such tie up agreement should be furnished alongwith the bid.

**4.3 B. Each bidder should further demonstrate:**

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

1. Cube Testing Machine - 1
2. Sieve Analysis (Complete Kit) - 1
3. Smooth wheeled Roller - 1
4. Vibrator Roller - 1
5. Water Tanker - 2
6. Truck - 2
7. Welding Machine - 1
8. Concrete Mixer Machine - 1
9. Concrete Pump. - 1
10. Concrete Vibrator - 1
11. Water Pump 5 HP - 1

(b) Availability for this work of a Project Manager B.E (Civil.)/ Diploma (Civil.) with not less than one (for BE)/ two years' (for Diploma) experience in construction of similar nature of engineering works; and

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

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

**5. One Bid per Bidder**

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

**6. Cost of Bidding**

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

**7. Site visit**

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

## **B. Bidding Documents**

### **8. Content of Bidding Documents**

8.1 The bidding documents comprise the documents listed in the table below and addenda issued in accordance with Clause 10:

Invitation for Bids

	Press Notice
Section	1-Instruction to Bidders
	2-Forms of Bid and Qualification Information
	3-Conditions of Contract
	4-Contract Data
	5-Specifications
	6-Drawings
	7-Estimated Bills of Quantities
	8-Forms of Securities

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

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## **C. Preparation of Bids**

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

11.1 All documents relating to the bid shall be in the English language.

## 12. Documents comprising the Bid

- a) All the interested bidders are requested to read the bid document carefully before submission of their bid.
- b) The Bid submitted by the Bidder shall be in two parts as mentioned below. The documents and details shall be submitted online on website <https://assamtenders.gov.in> . Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

**(A) Technical bid:** Scanned copies of the following documents shall be uploaded on the website <https://assamtenders.gov.in> at the appropriate place:

- i) Copy of up-to-date valid Registration Certificate as a registered contractor of respective Department and up to valid Electrical License & Anti termite treatment license in the name of bidder.
- ii) Copy of electrical license & Anti termite treatment license along with the agreement with the license holder if there is such collaboration/tie-up arrangement
- iii) Qualification Information and supporting documents as specified in Section 2.(ANNEXURE-1)
- iv) Certificates, undertakings, affidavits as specified in Section 2
- v) Undertaking that the bid shall remain valid for the period specified in Clause 15 of ITB
- vi) Acceptance / non-acceptance of Dispute Review Expert proposed in Clause 31 of ITB.
- vii) Valid GST registration certificate
- viii) Documentary evidence of online submission of tender processing fees towards the cost of Bid document.
- ix) Documentary evidence of online submission of Bid Security in accordance with the bidding document.
- x) Copy of PAN Card issued by Income Tax Authorities in the name of bidder,
- i) All other documents as specified in the bidding document.
- ii) E-mail and registered contract no.

**Note:** Bidders are advised to scan their aforementioned documents at 100 dpi (in Greyscale mode) in "pdf" format for multiple pages with maximum file size of 25 MB. If numbers of pages exceeds, the bidders are advised to create multiple files and upload the same in "Upload Additional Document" stage. Original documents will have to be produced as and when call for.

**(B) Financial Bid:** The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document. **Scan copy of the** Bid Form and the Price Schedule as per prescribed format shall be uploaded in the website.

**Important:** Bid Form and the Price Schedule are to be uploaded only in e-procurement portal, no hard copy is required to be submitted. *Bidder shall quote rate As per BOQ.*

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

- (i) Invitation for bids
- (ii) Instruction to Bidders
- (iii) Conditions of Contract
- (iv) Contract Data
- (v) Technical Specifications
- (vi) Drawings

### **13. Bid Prices**

- 13.1 The contract shall be for the whole works as described in the bid.,
- 13.2 The bidder shall fill in rates both in figures and words for all Works described in the **Bill Of Quantity (BOQ) and FORM OF BID under section-6**. A Financial Bid without any mention of bid price in the Form of Bid shall be treated as **Non-responsive** and shall not be considered for evaluation.
- 13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the quoted rates,
- 13.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

### **14. Currencies of Bid and Payment**

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

### **15. Bid Validity**

- 15.1 Bids shall remain valid for a period not less than 90 (ninety) days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.
- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price quoted by bidder originally in his financial bid

### **16. Bid Security**

- 16.1 The bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 5 & 6 of the 'Anx-B' for this particular work. The bid security (EMD) shall be deposited through net banking or TGS/NEFT as per office memorandum no. FEB.269/2017/27 Dtd- 21/08/2019. The Bidders shall upload the scanned image of online payment receipt of the bid security with the Technical Bid.
- 16.2 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub clauses 16.1 and 16.2 above shall be rejected by the employer as non-responsive.
- 16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.
- 16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited
  - (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
  - (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - (i) Sign the Agreement; or
    - (ii) Furnish the required Performance Security

### **17. Alternative Proposals by Bidders**

- 17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.



#### **D. Submission of Bids**

##### **18. Bid Submission**

- a) The Bidders shall upload the Technical and Financial Bid in <https://assamtenders.gov.in> and submit .
- b) Submission of more than one bid in respect of same contract, and quoting different rates by same bidder shall disqualify a bidder.

##### **19. Deadline for Submission of the Bids**

19.1 Bids must be uploaded in the <https://assamtenders.gov.in> within the specific date and time mentioned in the bid. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.

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

##### **20. Withdrawal of Bids**

- a) The Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- b) The Bidder's withdrawal notice shall be written, sealed, and must reach to the Chief Engineer Agriculture, Assam, Khanapara, Guwahati-22 before the deadline for submission of bids. Purchase will not be responsible for delay in transit;
- c) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 16.6.

#### **E. Bid Opening and Evaluation**

##### **21. Bid Opening**

- 21.1 The Chief Engineer Agriculture, Assam, Khanapara, Guwahati-22, will open all the Online Technical in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in the Invitation for Bid. In the event of specified date of Bid opening being declared a holiday the bid shall be opened on the next working day at the same time and venue.
- 21.2 The amount, form and validity of the Bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid and has not been furnished in the form specified in ITB Clause 16, and also the cost of Bidding Document as specified as per Detail Notice Inviting Bid has not been furnished, Online Technical bid will be considered as non-responsive.
- 21.3 The Chief Engineer Agriculture, Assam, Khanapara, Guwahati-22, shall prepare minutes of the Bid opening,

##### **22. Process to be Confidential**

- 22.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Chief Engineer Agriculture, Assam, Khanapara, Guwahati-22 in processing of Bids or award decision may result in the rejection of bid.

##### **23. Clarification of Bids**

- 23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the

correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 25.

- 23.2 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

***No complaints shall be accepted after the scheduled date of opening of the financial bids.***

- 23.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

## **24. Examination of Bids and Determination of Responsiveness**

- 24.1 Purchaser will determine the substantial responsiveness of each bid. A **substantially responsive bid** is one which conforms to all the terms and conditions of the bidding documents **without any material deviations**. The deviations from or objections or reservations to critical provisions such as those concerning Bid Security (ITB), Bid Validity (ITB), technical specification, Power of Attorney of the signatory of the bid, Performance Security (ITB), Qualification Criteria (ITB), Force Majeure (GCC), and bids without signature or incomplete information in the Bid Form and Price Schedule shall be deemed to be a **material deviation**.

If a bid is not substantially responsive, it will be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **25. Correction of Errors**

- 25.1 "Financial Bids" determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected by the Employer, as follows:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 25.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

- a) If the Bid price increases as a result of this correction, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- b) If the Bid price decreases as a result of this correction, the decreased amount as stated in the bid will be the 'bid price'.

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

## **26. Evaluation and Comparison of Bids**

- 26.1 The Purchaser will evaluate the bid in two stages i.e. technical bid first and thereafter price bid of the technically qualified bidder, and compare the price bids of the technically qualified bidders which have been determined to be substantially responsive.

26.2 **Preliminary screening: Bids shall be summarily rejected if the following documents are not furnished,**

- i) Bid Security with required validity and amount not submitted as per provision of the bid.

During evaluation of the bid, the purchaser at his own discretion may ask for clarification /cross verify from the source or point of reference given by the bidder. If no response received from the source or point of reference given by the bidder, the purchaser may not accept the bid. The bid will be rejected and its bid security may be forfeited if any discrepancy/ misrepresentation of fact is detected during the cross verification.

26.3 The Purchaser's evaluation of technical bids found to have qualified during **Preliminary screening** will take into account the following:

**(A) Technical Evaluation of Bids:**

1. **The technical evaluation shall be strictly based on the Qualification Criteria**

The assessment will *inter alia* into account the **Bidder's financial, technical capabilities**. It will be based upon an examination of the documentary evidence submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

- 2. The Bidder who has qualified after technical evaluation will be considered for Financial Evaluation, i.e. Price Bids of those bidders who have qualify after technical evaluation shall be opened.

**(B) Financial Evaluation of Bids:**

- i. If the bid price is found to be abnormally low or seriously unbalanced in relation to the Department's estimate of the cost of work to be performed under the contract, the Chief Engineer Agriculture, Assam, Khanapara, Guwahati-22, may require the Bidder to produce detailed price analysis to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Chief Engineer, Agriculture, Assam may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the financial loss in the event of default of the successful Bidder under the Contract.

- a. The bidder who has quoted price more than 5% below the Bid value of work, an additional performance security @1.5 (one point five) percent of quoted prices for every additional percent below 5% shall have to delivered by the bidder in accordance with sub clause 31. Further the defect liability period for additional performance security also increased for additional 6 (six) months.

- b. The additional performance security to be furnished in the format given below

A bank guarantee in the form given in Section 8; (ANNEXURE-4)or

Fixed Deposit Receipt / Term Deposit Receipt, in favour of **Director of Agriculture, Assam, Khanapara, Guwahati-22 payable at Guwahati**

- c. In case the bidder failed to comply the clause (a) in above, the bid security of the bidder will be forfeited

**(C) Additional performance security for unbalance rate offered by contractor.**

- (a) In case the department considers the rate offered by the contractor is unbalance in that case-

- i) The contractor must furnish rate analysis to satisfy the department he would execute the work as per rate offered by him.

- (ii) In case the department is not satisfied in that case it may imposed and additional performance security to safeguard the department for successful execution of the work offered to the contractor.

- (iii) The additional performance security over and above normal performance security (clause 30.1) shall be laved on the contractor @ 1.5 (one point five) percent the rate quoted below 5% of the estimate value.

The list of successful and unsuccessful bidder will be published in the website <https://assamtenders.gov.in> and also in the Notice Board of the office of the Chief Engineer Agriculture Assam, Khanapara, Guwahati-22. **The purchaser will also publish the reason of determining non-responsive.**

## **F. Award of Contract**

### **27. AwardCriteria**

- 27.1 Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

### **28. Employer's Right to accept any Bid and to reject any or all Bids**

- 28.1 Notwithstanding Clause 27, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

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

- 29.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30.
- 29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready for signature of the successful bidder in the office of Employer within 28 days following the notification of award along with the Letter of Acceptance.
- 29.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **30. Performance Security**

- 30.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with Sub Clause 26.3 B (ii) b of ITB and Clause 47 of Conditions of Contract: (Section 3)
- A bank guarantee in the form given in Section 8; (ANNEXURE-3) or
  - Fixed Deposit Receipt / Term Deposit Receipt, in favour of **Director of Agriculture, Assam, Khanapara, Guwahati-22 payable at Guwahati**
- 30.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank
- 30.3 Failure of the successful bidder to comply with the requirements of sub-clause 30.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

### **31. Corrupt or Fraudulent Practices**

- 31.1 Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
  - (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

## **SECTION 2:**

### **QUALIFICATION INFORMATION**

#### **Table of Forms:**

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ANNEXURE-1  
**Qualification Information**

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

1. Constitution or legal status of Bidder

***[Attach copy]***

Certificate of registration: \_\_\_\_\_

Power of attorney of signatory \_\_\_\_\_

(In case of Firm/Company)

***[Attach]***

- 2 Total value of Civil Engineering construction work executed and payments received in the Last Financial five years (Rs in Lakh)

[2017-2018] \_\_\_\_\_

[2018-2019] \_\_\_\_\_

[2019-2020] \_\_\_\_\_

[2020-2021] \_\_\_\_\_

[2021-2022] \_\_\_\_\_

- 3 Work performed / Quantities of work executed for Similar nature contract as prime contractor (in the same name & style) in the last five years [2017-18 to 2021-22]

Year	Name of contract / work	Name of Employer*	Description of Work /	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay and work completed

*\*Attach certificate(s) from the Employer or Engineer(s)-in-Charge not below the rank of Executive Engineer*

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

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. Lakhs).	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)	Anticipated date of completion

(B) Works for which bids already submitted:

Description of work	Place & State	Name & Address of Employer	Estimated Value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any

5. The following items of Contractor's Equipment are essential for carrying out the Works. The Bidder should list all the information requested below. Refer also to Sub Clause Sub Clause 4.2 B (a) of the Instructions to Bidders.

SN	Item of Equipment	Requirement Number & Capacity	Availability Proposals			
			Owned /leased /to be Procured	Nos. Capacity	Age/ Condition	Remarks From whom to be Purchases

6 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub Clause 4.2 B (b) of instructions to Bidders.

Position (Requirement)	Name	Qualifications	Years of experience (general)	Years of experience in the proposed position
Project Manager B.E (Civil.)/ Diploma (Civil.) with not less than one (for BE)/ two years' (for Diploma) experience in construction of similar nature of engineering works				

7. Proposed subcontracts and firms involved. [Refer ITB Clause 4.2A(c)]

Sections of the works	Propose Sub-contractor (name and address)	Up to Valid license No& Date of the propose Sub contractor	Experience in similar work

8. Financial reports for the last five financial years: Turnover report to be submitted.
9. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents. *[sample format attached]*.
10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
11. Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks Showing Present Status

12 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders.



**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES –\***  
**CLAUSE 4.2 [C] OF ITB**

**BANK CERTIFICATE**

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

Seal & Signature of Senior Bank Manager

Name of Bank

Address of the Bank

**Letter of Acceptance**

**GOVT OF ASSAM**  
**DIRECTORATE OF AGRICULTURE**

No-Agri/Engg/

From : Chief Engineer Agriculture  
Assam, Khanapara, Guwahati-22

To : \_\_\_\_\_[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ [name of the contract] for the Contract Price of Rupees \_\_\_\_\_ — (\_\_\_\_\_) [[amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted, subject to the actual material & quantity of work of each item executed at site.

We accept/do not accept that \_\_\_\_\_ be appointed as the Adjudicator.

We note that as per bid, you do not intend to subcontract any component of work.

[OR]

We note that as per bid, you propose to employ M/s. \_\_\_\_\_ as sub-contractor for executing \_\_\_\_\_

*[Delete whichever is not applicable]*

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of Sub Clause 26.2 B (ii) b of ITB, in the form detailed in Clause 30.1 & 30.2 of ITB for an amount of Rs. \_\_\_\_\_ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of Defects Liability Period i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in clause 30.3 of ITB will be taken.

You are requested to submit a revised Program including environmental management plan as per Clause 3 of Special Conditions of Contract within 14 days of receipt of this letter.

Yours faithfully,

Chief Engineer, Agriculture  
Assam, Khanapara, Guwahati-22

**Issue of Notice to proceed with the work**

**GOVT OF ASSAM**  
**DIRECTORATE OF AGRICULTURE**

No-Agri/Engg/

From : Director of Agriculture  
Assam, Khanapara, Guwahati-22

To : \_\_\_\_\_[name and address of the Contractor]

Dear Sir:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 30.1 and signing of the contract agreement for the construction of \_\_\_\_\_ @ a Bid Price of Rs \_\_\_\_\_ subject to the actual material & quantity of work of each item executed at site, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Director of Agriculture  
Assam, Khanapara, Guwahati-22

## Agreement Form

### **AGREEMENT**

This agreement, made the \_\_\_\_\_ day of 2023, between The Chief Engineer Agriculture on behalf of **Director of Agriculture, Assam, Khanapara, Guwahati-22**, (hereinafter called "the Employer") of the one part and \_\_\_\_\_ [name and address of contractor] (hereinafter called "the Contractor" ) of the other part.

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs. \_\_\_\_\_ subject to the actual material & quantity of work of each item executed at site.

NOW THIS AGREEMENT WITNESSETH as follows:

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

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

said .....  
(For the Employer)

said .....  
(For the Contractor)

in the presence of:.....

in the presence of:.....

## SECTION 3: CONDITIONS OF CONTRACT

### A. General

#### 1. Definitions

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

The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 31 of ITB. The name of the Adjudicator is defined in the Contract Data.

**Compensation Events** are those defined in Clause 43 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 49.

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

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

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

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

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

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

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

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

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the execution of the works and administering the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Interpretation**

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

## **3. Language and Law**

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

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

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

## **5. Delegation**

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

## **6. Communications**

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

## **7. Subcontracting**

- 7.1 The Contractor may subcontract with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

The contractor shall not be required to obtain any consent from the employer for:

- a) The sub-contracting of any part of the Works for which the Sub-contractor is named in the contract;
- b) The provision of labor; and
- c) The purchase of materials which are in accordance with the standards specified in the Contract.

Beyond this if the contractor proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract; the Engineer will consider the following before according approval:

- The contractor shall not sub-contract the whole of the Works.
- The contractor shall not sub-contract any part of the Work without prior consent of the Chief Engineer Agriculture, Assam
- Any such consent shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.
- The Engineer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.
- If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that this arrangement does not alter the contractor's liability or obligations under the contract.

(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.

2. However, [a] sub contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for subcontracting is not acceptable. [b] In any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.

3. Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.)

## **8. Other Contractors**

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

## **9. Personnel**

- 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and

relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

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

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

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

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

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

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

## **13. Insurance**

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

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

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

## **14. Site Investigation Reports**

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

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

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



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

- 16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings, and as per instructions of Engineer.

## **17. The Works to Be Completed by the Intended Completion Date**

- 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Chief Engineer Agriculture, Assam, and complete them by the Intended Completion Date.

## **18. Approval by the Engineer**

- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of Temporary Works.
- 18.3 The Engineer approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

## **19. Safety**

- 19.1 The Contractor shall be responsible for the safety of all activities on the Site.

## **20. Discoveries**

- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **21. Possession of the Site**

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

## **22. Access to the Site**

- 22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

## **23. Instructions**

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

## **24. Disputes**

24.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.

## **25. Procedure for Disputes**

25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

25.2 The Adjudicator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

25.3 The procedure for arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Employer and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, then the Indian Council of Arbitration shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers ( India ) Guwahati, Assam making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Guwahati, Assam, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the 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 and the cost to be borne by both the party equally. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (e) 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 the subject matter of the arbitration proceedings.

## **26. Replacement of Adjudicator**

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

### **B. Time Control**

## **27. Program**

27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Program including Environmental Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

- 27.3** The Contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 27.4** The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

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

- 28.1** The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2** The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to 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.

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

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

## **30. Management Meetings**

- 30.1** Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2** The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for 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.

## **31. Early Warning**

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

## **C. Quality Control**

### **32. Identifying Defects**

- 32.1** The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect
- 32.2** The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

### **33. Tests**

- 33.1** If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

#### **34. Correction of Defects**

- 34.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer notice.

#### **35. Uncorrected Defects**

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

*Note: Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly.*

### **D. Cost Control**

#### **36. Bill of quantities**

- 36.1 The bill of quantities comprising items for the construction, installation, testing and commissioning work to be done by the contractor.
- 36.2 The bill of quantities is used to calculate the contract price. The contractor is paid for the quantity of the work done at the rate in the Bill of quantities for each item.

#### **37. Deviation/Changes in the Quantities/ Changes/ Inclusion Item of work**

- 37.1 If the final quantity of the work done differs from the initial estimated quantity for the particular item by more than 25 percent, provided the change exceeds 5% of Initial Contract Price, the Engineer shall adjust the rate to allow for the change.
- 37.2 The Engineer shall not adjust rates from changes in quantities if thereby the initial contract price is exceeded by more than 15 percent except with the prior approval of the employer.
- 37.3 If requested by the Engineer the contractor shall provide the Engineer with a detailed cost break-up of any rate in the Bill of quantities.
- 37.4 Rates against uncovered work in BOQ will be considered current DSR 2021 schedule of rates.
- 37.5 All rates should be quoted including all admissible taxes.

#### **38. Variations**

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

#### **39. Payments for Variations**

- 39.1 The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.
- 39.2 If the work in variation corresponds with an item description in the initial estimated bill of quantities and if in the opinion of the Engineer, the quantity of work above the limit stated in sub clause 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the bill of quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work.
- 39.3 If the Contractor's quotation is unreasonable (or if the contractor fails to provide the Engineer with a quotation within a reasonable time specified by the engineer in accordance with Clause 39.1), the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- 39.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 39.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

#### **40. Cash flow forecasts**

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

#### **41. Payment Certificates**

- 41.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously alongwith details of

measurement of the quantity of works executed in a tabulated form as approved by the Engineer.

- 41.2 The value of work executed shall be determined by the Engineer after due check measurement of the quantities claimed as executed by the contractor.
- 41.3 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed..
- 41.4 The value of work executed shall include the valuation of Variations and Compensation Events.
- 41.5 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **42. Payments**

- 42.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within a reasonable time subject to the availability of fund. The Engineer/Employer shall not delay the payment unreasonably (i.e., without valid reasons), if fund is available.
- 42.2 Payment of the works value completed up to 20<sup>th</sup> March of the current financial year will be made by within 31<sup>st</sup> March of the current financial year and the works executed beyond the 31<sup>st</sup> March of the current financial year payment will be made on the next financial when the Govt. released the fund for the next financial year.
- 42.3. 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.
- 42.4. Payment will be made as and when fund is made available by the Govt.

#### **43. Compensation Events**

- 43.1 The following are Compensation Events unless they are caused by the Contractor:
  - (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
  - (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
  - (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
  - (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
  - (e) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
  - (f) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (g) 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.
  - (h) The effect on the Contractor of any of the Employer's Risks.
  - (i) The Engineer unreasonably delays issuing a Certificate of Completion.
  - (j) Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 43.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 43.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by 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.
- 43.4 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.

#### **\44. Tax**

- 44.1 The Engineer shall adjust the Contract price if taxes, duties and other levies are charged between the date 28 days before the submission of the bids for the contract and the date of last completion certificate. The adjustment shall be the change in the amount of tax payable by the contractor, provided such changes are not already reflected in the contract price.
- 44.2 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes 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.

#### **45. Retention**

- 45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
- 45.2 On completion of the whole works, the contractor may substitute retention money with Fixed Deposit Receipt / Term Deposit Receipt, in favour of **Director of Agriculture, Assam, Khanapara, Guwahati-22 payable at Guwahati or** Bank guarantee.

#### **46. Liquidated Damages**

- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 42.1.
- 46.3 Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor's obligations and liabilities under the contract."

#### **47. Securities**

- 47.1 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 the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

#### **48. Cost of Repairs**

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

### **E. Finishing the Contract**

#### **49. Completion**

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

#### **50. Taking Over**

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

#### **51. Operating and Maintenance Manuals**

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

#### **52. Termination**

- 52.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

- 52.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current 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) 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;
  - (e) The Contractor does not maintain a security which is required;
  - (f) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
  - (g) If the contractor, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 56 below, in competing for or in executing the Contract.
- 52.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 52.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 52.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 53.5 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.

**53. Payment upon Termination**

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

**54. Property**

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

**55. Release from Performance**

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

**56. Fraud and Corruption:**

- 56.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 52 shall apply.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9 [Personnel].

For the purposes of this Sub-Clause:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

## **F. Special Conditions of Contract**

### **1. LABOUR:**

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

### **2. COMPLIANCE WITH LABOUR REGULATIONS :**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given 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/ the Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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

*(The law as current on the date of bid opening will apply)*

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) payment of P.F. accumulation on retirement/death etc.



- d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to

premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

### **3. PROTECTION OF ENVIRONMENT:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

#### **SECTION 4: CONTRACT DATA**

**The following documents are also part of the Contract:**

The above insertions should correspond to the information provided in the Invitation of Bids.

The Employer is- Director of Agriculture, Assam, Khanapara, Guwahati-22

The name and identification number of the Contract is .....

The Works consists of "Construction of Knowledge Centre.

The Start Date shall be 7(seven) days from the date of issue of Work order.

The Intended Completion Date for the whole of the Works is given below :

<b>SI</b>	<b>Name of work</b>	<b>Period of completion in days</b>
<b>1</b>	<b>Site preparation</b>	<b>10 days</b>
<b>2</b>	<b>Completion of construction Up to plinth level</b>	<b>30 days</b>
<b>3</b>	<b>Completion of construction from plinth level Up to Super structure level including painting</b>	<b>90 days</b>
<b>4</b>	<b>Completion of Septic Tank, Sanitary &amp; Water Supply Works, Deep Tube Well, etc.</b>	<b>20 days</b>
<b>5</b>	<b>Completion of construction of Roof Truss &amp; Roof fitting</b>	<b>10 days</b>
<b>6</b>	<b>Completion of internal &amp; external electrification</b>	<b>20 days</b>
	<b>Total of days</b>	<b>180 days</b>

The Contractor shall submit a revised Program for the works  
Within 7 days of delivery of the letter of acceptance

The Site Possession Dates is:7(seven) days from award of contract

The Sites for works is located at District

The Defects Liability Period is 180(one hundred eighty)days.Further the defect liability period for additional performance security also increased for additional 180(one hundred eighty) days(i.e. 365 days)

The proportion of payments retained shall (Retention money) will be 6%  
from each bill, subject to a maximum of 6% of the contract value.

The liquidated damages for the whole of the work are  
Rs.3250/- per day (Rupees Three Thousand Two Hundred Fifty per day)  
The maximum amount of liquidated damages for the whole  
Of the works is 0.05% of the Contract price per day of delay.

The performance security shall be for the following minimum amounts as a percentage of the contract price.  
(a) 5 % of the contract value plus additional security for unbalanced Bid items.

The standard forms of performance security acceptable to the Employer  
shall be an un-conditional Bank guarantee of the type as presented in  
Section 8 of the Bidding document or Fixed Deposit/Term Deposit pledge in favour of Director of Agriculture,  
Assam, Khanapara, Guwahati-22

## **SECTION 5: TECHNICAL SPECIFICATIONS**

1. All items shall be carried out as per the specification laid down in the respective schedule of the Central Public Works Department(DSR) for the year as specified in the bid form.
2. Items not covered under CPWD (DSR) schedule shall be carried out as per relevant I.S. code for item.
3. Supplementary technical specification-
  - 3.1 All works are to be strictly carried out as per the latest code of practice of Bureau of Indian Standard (BIS)
  - 3.2 For all concrete works, following code of practice of BIS are to be strictly followed
    - a) Concrete works to conform to IS456-2000
    - b) Laps, anchorage of reinforcement bars shall be as per IS 456-2000 and SP34(S&T)-1987
    - c) Aggregate shall comply with the requirements of IS 383-1970
    - d) Reinforcement shall comply with the requirement of IS1786-1978/IS432-1982/1139-1966
    - e) Cement for all structure works shall be ordinary or low heat Port Land Cement conforming to IS.269-1976
    - f) All works conform to IS.1893-2002 and ductility code IS.13920

### **4. Scope of Work**

The work to be carried out under this contract shall consist of the various items generally described in the estimated bill of quantities furnish in attachment –I under section-5

### **5. Extra Claims**

No extra claim by the contractor towards issue of any revision /change to the drawing attached with the bidding document shall be admissible. If the work get effected due to delay in issue of revised/ changed drawing, the contractor shall be granted extension of work completion time to the extent the work get effected on this account.

## SECTION 6: FORM OF BID

**Description of the Works:**“ Construction of .....  
.....

To  
The Chief Engineer Agriculture,  
Directorate of Agriculture, Assam  
Khanapara, Guwahati-22

Subject:- “Construction ..... of  
.....

Dear Sir,

Having examined the bidding documents including addendum, we offer to execute the Works described above in accordance with the Conditions of Contract, Specifications, Drawings accompanying this Bid for the Contract Price quoted below subject to the actual material & quantity of work of each item executed at site.

Contract Price-..... (Rupees.....)

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We hereby confirm that this Bid complies with the Eligibility, Bid Validity and Bid Security required by the Bidding documents.

Yours faithfully,

Authorized Signature:  
Name & Address of Signatory

**Bill OF QUANTITYS (BOQ)**

**UPLOADED SEPARATELY**

**SECTION 7: BIDDRAWINGS**

**UPLOADED SEPERATELY**

## **SECTION 8: SECURITIES AND OTHER FORMS**

### **Forms of Securities**

Acceptable forms of securities are annexed. Bidders should not complete the Performance Security forms at this time. Only the successful Bidder will be required to provide Performance Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annex 3: Performance Bank Guarantee

Annex 4.: Performance Bank Guarantee for Unbalanced Items



## BID SECURITY (BANK GUARANTEE)

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") has 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 Director of Agriculture, Assam, Khanapara, Guwahati-22 [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of 2022

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) Does not accept the correction of the Bid Price pursuant to Clause 25 of ITB in the bidding document.

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 the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

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

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
[Signature, name, and address]

1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

2 Validity of this Guarantee shall be 45 days after the end of the validity period of the Bid.

Annexure3  
PERFORMANCE BANK GUARANTEE

To: Director of Agriculture,  
Assam, Khanapara, Guwahati-22,

WHEREAS \_\_\_\_\_ [*name and address of Contractor*] (hereinafter 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 obligations 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*]<sup>1</sup> \_\_\_\_\_ [*in words*], such sum being payable in the 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 or argument, any sum or sums within the limits of \_\_\_\_\_ [*amount of guarantee*]<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you 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 ..... (i.e.) 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor \_\_\_\_\_

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

Address \_\_\_\_\_

Date \_\_\_\_\_

- 1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

## PERFORMANCE BANK GUARANTEE (for additional performance security)

To: Director of Agriculture,  
Assam, Khanapara, Guwahati-22

WHEREAS \_\_\_\_\_ *[name and address of Contractor]* (hereinafter 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 obligations 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]*<sup>1</sup> \_\_\_\_\_ *[in words]*, such sum being payable in the 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 or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]*<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you 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 ..... (i.e.) 28 days from the date of issue of the certificate of completion of works.

Signature and seal of the guarantor \_\_\_\_\_

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

Address \_\_\_\_\_

Date \_\_\_\_\_

- 1 An amount shall be inserted by the Guarantor, representing additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**ANNEXURE-B**

Name of work.	District	Location of work	Estimated value of work (in Rs.)	Bid security/ Earnest Money Deposit (in Rs)		Period of completion in days
				For Gen (2% of bid value) in Rs.	For SC/ST/OBC/MOBC* (1% of bid value) in Rs.	
1	2	3	4	5	6	8
<b>RIDF-XXV</b>						
Construction of Knowledge Centre with training hall	Udalguri	Sarubengra	85,26,021.00	1,70,520.00	85,260.00	180 days
	Goalpara	AEE(Agri), office Campus Goalpara	85,26,021.00	1,70,520.00	85,260.00	180 days
	Dhubri	Chapar	85,26,021.00	1,70,520.00	85,260.00	180 days
<b>RIDF-XXVI</b>						
Construction of Knowledge Centre with training hall	Dhubri	EE(Agri), office Campus Gauripur	85,26,021.00	1,70,520.00	85,260.00	180 days
	Baksa	Jabangpar village Suklai	85,26,021.00	1,70,520.00	85,260.00	180 days
	Lakhimpur	SDAO office campus Narayanpur	85,26,021.00	1,70,520.00	85,260.00	180 days
	Nagaon	SDAO office campus Raha	85,26,021.00	1,70,520.00	85,260.00	180 days
	Golaghat	SDAO campur No. 1 Padumoni Thar	85,26,021.00	1,70,520.00	85,260.00	180 days
		AEE(A) Campus Golaghat	85,26,021.00	1,70,520.00	85,260.00	180 days
	Barpeta	SDAO office campus, Bagbor ADO, Circle Alupatty Mazarchar	85,26,021.00	1,70,520.00	85,260.00	180 days
	Bajali	AEE(A) campus Pathsala	85,26,021.00	1,70,520.00	85,260.00	180 days

\* Bidder must submit proof of their belonging to SC/ST/OBC/MOBC from the proper authorities.