

**Shillong Smart City Limited
Shillong, Meghalaya**

Bidding Document

for

**Construction of a Commercial Complex
at Polo, Shillong, East Khasi Hills
District, Meghalaya**

Tender No.: SSCL/Tender/2020-21/MEG-SHI-022

Office of the Shillong Smart City Limited

House No. C/B-037, Top Floor,
Centre Nongrim Hills, Near JJ Cables,
East Khasi Hills District, Meghalaya - 793003

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SECTION 1

- List of Important Dates
- Notice Inviting Tender
- Document Checklist

List of Important Dates:

1	Name of Work:	Construction of a Commercial Complex at Polo, Shillong, East Khasi Hills District, Meghalaya
2	Tender Fee (Non-Refundable)	Rs. 15,000 (Rupees Fifteen Thousand only)
3	Tender Security Amount (EMD)	Rs. 75,00,000 (Rupees Seventy Five Lakhs only)
4	Completion Period for construction	24 Months
5	Date of Issue of Notice Inviting Bid	14.02.2020
6	Period and Site for downloading of Bidding Documents	From 14.02.2020 at 10.00 Hrs to 12.03.2020 at 15.00 hrs Website: http://http://megurban.gov.in http://meghalaya.gov.in/megportal/tender
7	Last date of seeking clarifications	21.02.2020 (up to 18:00 Hrs.)
8	Pre-bid Conference	Date: 25.02.2020 Time: 11:00 Hrs Venue: Conference Hall, Office of the Shillong Smart City Limited House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, East Khasi Hills District, Meghalaya - 793003
9	Uploading replies to Pre-bid queries	28.02.2020
10	Deadline for Receiving Bids	Date: 12.03.2020 Time: 1500 hrs
11	Time and Date for opening Technical Bid/Bids	Date: 12.03.2020 Time: 1530 hrs
12	Date of opening of Financial Bid (of technically qualified bidders only)	To be notified
13	Place of opening of Technical bids	Conference Hall, Office of the Shillong Smart City Limited House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, East Khasi Hills District, Meghalaya - 793003
14	Last Date of Bid Validity	180 days from the last date of submission of bid
15	Officer Inviting Bids	Chief Executive Officer (CEO), Shillong Smart City Limited (SSCL)

Note: If the date of submission of tenders happens to be a public holiday for the Employer, Tenders will be received and opened on the next working day at the same venue and time. Bidders are requested to check the website(s) for regular updates.

NOTICE INVITING TENDER SHILLONG SMART CITY LIMITED

NIT: SSCL/Tender/2020-21/MEG-SHI-022

Dated: 14.02.2020

1. The Chief Executive Officer (CEO), Shillong Smart City Limited (SSCL) invites Bids for the following works:

Tender No.	Name of the Work	Approx. Estimated project Cost (Rs in Lakhs)	Tender Fee (non-refundable) Rs.	Earnest Money Deposit (Rs in Lakhs)	Period of Completion	Defect Liability Period
SSCL/Tender/2020-21/MEG-SHI-022	Construction of a Commercial Complex at Polo, Shillong, East Khasi Hills District, Meghalaya	7,500.00	15,000.00	75.00	Twenty-Four (24) Calendar Months (including monsoon period) for construction from the date of issue of Notice to Proceed	365 Days

2. Bidding Documents can be downloaded from 14.02.2020 at 10:00 Hrs. to 12.03.2020 at 15:00 Hrs. from the following websites: <http://megurban.gov.in> or <http://meghalaya.gov.in/megportal/tender>
3. Bidders are requested to submit the Tender Fee in the form of DD and Earnest Money Deposit (EMD) in the form of DD/FDR/BG in the favour of **Chief Executive Officer, Shillong Smart City Limited (SSCL), Shillong.**
4. The deadline of bid-submission (hard copy submission only) is 15:00 Hrs. on 12.03.2020.
5. For more details contact Chief Executive Officer, Shillong Smart City Limited (SSCL), House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, East Khasi Hills District, Meghalaya – 793003, Contact No. +91-9650620576 and through email at shillongsmartcitylimited@gmail.com

Chief Executive Officer,
Shillong Smart City Limited

DOCUMENT CHECKLIST

SN	DOCUMENTS
1	Tender Fee in the form of DD
2	Earnest Money Deposit (EMD) in the form of DD/FDR/BG in prescribed format
3	Power of Attorney (PoA), MoU between the members of Joint Venture or Consortium or Association
4	All pages of following documents signed, sealed and enclosed with Technical Bid: <ul style="list-style-type: none"> i. Notice Inviting Tender ii. Bid Document iii. Latest Corrigendum iv. Pre-bid Minutes v. Addendum (if any)
5	<p>Tech Form 1: Letter of Technical Bid</p> <p>Tech Form 2: Bidders Information Sheet</p> <p>Tech Form 2A: JV Agreement</p> <p>Tech Form 2B: Power of Attorney</p> <p>Tech Form 3: Financial Capacity</p> <p>Tech Form 4: Average Annual Construction Turnover</p> <p>Tech Form 4A: Availability of Financial Resources</p> <p>Tech Form 4B: Evidence of access to or availability of credit facilities</p> <p>Tech Form 5: Current Contract Commitments / Works in Hand</p> <p>Tech Form 6: Bidding Capacity Information & Declaration</p> <p>Tech Form 7: General Construction Experience</p> <p>Tech Form 7A: Specific Construction Experience</p> <p>Tech Form 8A: Site Organization</p> <p>Tech Form 8B: Method Statement</p> <p>Tech Form 8C: Mobilization Schedule</p> <p>Tech Form 8D: Work Plan and Construction Schedule</p> <p>Tech Form 8E: Equipment</p> <p>Tech Form 8F: Personnel</p> <p>Tech Form 8F(i): Resume of Proposed Personnel</p> <p>Tech Form 9: Pending Litigations</p> <p>Tech Form 10: Format for Declaration by the bidder for not being Blacklisted / Debarred</p> <p>Tech Form 11: Declaration and Format for Integrity Pact</p> <p>Fin Form 1: Letter of Financial Bid (to be submitted in Financial Bid Envelope)</p>
6	All pages of the Technical & Financial bids are to be signed and sealed

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid

- 1.1. The Employer as defined in the Appendix to ITB invites bids for the Construction of a Commercial Complex at Polo, Shillong, East Khasi Hills District, Meghalaya as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Appendix to ITB. The bidders are required to submit bids for all of the works detailed in the table given in the Notice Inviting Tender.
- 1.2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract.
- 1.3. Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

- 2.1. The Shillong Smart City Ltd. as defined in the Appendix to ITB has decided to undertake the works of construction of a Commercial Complex at Polo, Shillong.
- 2.2. The funding will be as per the Smart City Mission Guidelines.

3. Eligible Bidders

- 3.1. A Bidder may be a private Entity, government-owned Entity or, where permitted in the Bidding Document, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association.
- 3.2. This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.
- 3.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any Public Sector Undertaking, Autonomous Body, Authority, Agency by whatever name called under the Central Government, any State Government, Union Territory or Urban Local Body.
- 3.4. Any bidder who has been convicted by a court of law for criminal activities including but not limited to organized crime or gangster activities or Mafia or

Goonda or Anti-social activity in the last 5 years (till the date of NIT) is not eligible to bid. If it is established that any bidder has been convicted by a court of law, his bid shall be automatically cancelled.

- 3.5. The bidder has to produce Solvency Certificate issued by his banker (nationalized bank or scheduled commercial bank).

4. Qualification of the Bidder

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

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

- a. Copies of original documents defining the constitution (MoA and AoA for companies registered under the Companies Act) or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bid;
- b. Total monetary value of civil construction works performed for each of the last seven years;
- c. Experience in works of a similar nature i.e. building construction works (with all utilities/services such as water supply, sewerage including Sewage Treatment Plant, other plumbing works, HVAC, internal and external electrical works, etc.) completed and size for each of the works in last seven years, and details of works in progress including the ones that are 90% completed (with supporting proof as specified in the Bidding Document) or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
- d. Evidence of ownership of major items of construction equipment named in Clause 4.4 (c)(i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- e. Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4(c)(ii) of ITB for the construction.
- f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- g. An undertaking that the bidder will be able to invest a minimum amount of up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;

- h. Evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old).
- i. Authority for the Employer to seek references from the Bidder's bankers;
- j. Information regarding any litigation or arbitration during the last seven years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- k. The proposed methodology and program of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

4.3. Bids from Joint Venture (JV) or Consortium or Association are allowed.

- a. In the case of a JV or Consortium or Association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. However, the prime responsibility and accountability will rest on the lead partner.
- b. The JV or Consortium or Association shall authorize (through Power of Attorney) the lead partner to conduct all business for and on behalf of any and all the members of the JV or Consortium or Association during the bidding process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of members in a JV or Consortium or Association are 2 (Two), (i.e. the lead partner plus one member) and the share of the lead member in the JV or Consortium or Association shall not be less than 50%. Further, the lead partner shall meet not less than 75% of all the qualifying criteria.
- c. All payments will be made to the lead partner only.

4.4. Qualifications:

- a. To qualify for award of the Contract, each bidder should have:
 - i. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
Three similar¹ completed works² costing not less than the amount equal to 40% of the estimated cost.

¹ "Similar works" will mean building construction works with all utilities/services such as water supply, sewerage including Sewage Treatment Plant, other plumbing works, HVAC, internal and external electrical works, etc.

Or

Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

Or

One similar completed works costing not less than the amount equal to 80% of the estimated cost.

Note: In case the similar completed works of the bidders happen to be completed in a JV or Consortium or Association, then the extent of works proportionate to the participation of the bidder in that JV or Consortium or Association will be considered.

- ii. Average annual financial turnover from construction works should be at least 50% of the estimated cost during last 3 financial years ending on 31st March of the previous financial year to be supported by certificate by Chartered Accountant and Audited Annual Accounts for the said period.
 - iii. The Net Worth³ of the Bidder should be positive ending on 31st March of the previous financial year. Certificate to this effect issued by registered statutory Chartered Accountant should be submitted along with the bid.
- b. Each bidder must produce:
- i. Certificate of incorporation /registration, PAN Card, GST registration certificate of the firm;
 - ii. An affidavit that the information furnished with the bid documents is correct in all respects; and
 - iii. Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- c. Each bidder must demonstrate:
- i. Availability for construction work, of the owned, key equipment/machinery for construction of works and laboratory equipment required for to perform mandatory tests as specified in the Appendix to ITB.
 - ii. Availability for construction work of technical personnel as stated in the Appendix to ITB.

² Only those works will be considered as “completed”, for which either Completion Certificate has been issued by the concerned Competent Authority clearly indicating completion of similar works till last day of month previous to the one in which applications are invited or 90% of the works are completed provided proof of receipt of payment and a certificate from the concerned Employer to this effect is produced

³ Net worth is the difference between total assets and liabilities.

- iii. Credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB;
 - d. The bidder must not have in his employment:
 - i. The near relation (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in Appendix to ITB.
 - ii. Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.
 - e. Bids submitted by a JV or Consortium or Association shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a JV Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
 - f. The bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria.
- 4.5. Experience of works undertaken as sub-Contractor shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 4.6. Bidders (JV put together) who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A*N*M - B)

Where,

A = Maximum value of civil engineering works executed in any one year during the last seven years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year). M = 2.5

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

Note:

- i. The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each

of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

- ii. In the case of a JV or Consortium or Association, the above formula will be applied to each member to the extent of the proposed participation in the JV or Consortium or Association. If the proposed % participation is not mentioned then equal participation will be assumed.

Example for calculation of bid capacity in case of JV or Consortium or Association

Suppose there are 'P' and 'Q' members of the JV or Consortium or Association with their participation as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of the JV or Consortium or Association shall be as under:

Bid Capacity of the JV or Consortium or Association = $0.7X + 0.3Y$

- 4.7. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - a. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.
 - c. Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

- 5.1. Each bidder, either as a single applicant or as partner of any JV or Consortium or Association, shall submit only one bid for the work. A Bidder who submits more than one Bid will cause the bids with the Bidder's participation to be disqualified.

6. Cost of Bidding

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

7. Site Visits

- 7.1. The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings

including source of construction materials and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person as given in the Appendix to ITB.

B. Bidding Documents

8. Content of Bidding Documents

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

1. Notice Inviting Tender
2. Instructions to Bidders
3. Qualification Information
4. Conditions of Contract (Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
5. Scope of Work and Technical Specifications
6. Drawings
7. Bill of Quantities
8. Form of Bid
9. Form of Acceptance
10. Form of Agreement
11. Issue of Notice to Proceed with the Work
12. Form of Unconditional Bank Guarantee.

8.2. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, bill of quantities and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be liable for rejection.

9. Clarification of Bidding Documents

9.1. The bidder or his authorized representative is invited to attend a pre-bid meeting which will take place and time mentioned in the section titled "Important Dates".

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

9.3. The bidder is required to submit any questions in writing through email specified in the NIT not later than two days before the date of the pre-bid meeting.

- 9.4. The clarifications/queries raised by the bidders after the pre-bid meeting date and time shall not be entertained and the Employer is not liable to reply for those queries.
- 9.5. Minutes of the pre-bid meeting, including the text of the questions/queries raised (without identifying the source of enquiry) and the responses given will be uploaded on the websites/web portals specified in the Bidding Document only. In addition to this any addendum or corrigendum shall be uploaded on the said websites/web portals only. It is the responsibility of the bidder to update themselves and regular check of the websites/web portals. The Employer shall not be held responsible for any delay in viewing the websites/web portals by the bidders.
- 9.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing corrigenda/addenda.
- 10.2. Any corrigendum or addendum thus issued shall be part of the bidding documents. The same shall be uploaded on the websites/web portals specified in the Bidding Document and no other communication will be made by the Employer to any bidder.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.4 of ITB.

C. Preparation of Bids

11. Language of Bid

- 11.1. All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

12. Documents Comprising the Bid

- 12.1. The Bid submitted by the Bidder shall be in two separate parts:

Part I This shall be named Technical Bid to be placed in a sealed envelope as per procedure specified in Clause 19 and shall comprise of:

- i. The Demand Draft for the Tender Fee placed in a separate cover, marked "Tender Fee";
- ii. DD/BG/FDR for the Earnest Money in a separate cover marked "Earnest Money";

- iii. Authorized Address and contact details of the bidder having the following information: Address of communication: Telephone No.(s): Office telephone no.: Mobile No.: Facsimile (Fax) No.: Electronic Mail Identification (E-mail ID).
- iv. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- v. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- vi. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- vii. An affidavit affirming that information that has been furnished by the bidder in the bidding document is correct to the best of his knowledge and belief.
- viii. Power of Attorney by the firm in favour of the authorised signatory for submitting the bid; In case of JV or Consortium or Association, Power of Attorney by the JV firm in favour of the lead partner authorising the lead partner for submitting the bid.
- ix. MoU for JV or Consortium or Agreement, if applicable, as per the prescribed format.
- x. The Technical Bid shall not include any financial information.

Part II. It shall be named Financial Bid to be placed in a sealed envelope as per procedure specified in Clause 19 and shall comprise of:

- i. Form of Bid as specified in Section 7;
- ii. Priced Bill of Quantities for items specified in Section 8;

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

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

SECTION	PARTICULARS
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1.	Notice inviting Tender
2.	Instruction to the Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Scope of Work and Technical Specifications
6.	Drawings
7.	Bill of Quantities

13. Bid Prices

- 13.1. The Contract shall be for the whole Works (Including 1 year of DLP), as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- 13.3. All duties, applicable taxes (other than GST), and other levies payable, third-party inspections (TPI) fees or charges etc. by the Contractor under the contract, or for any other charges as cause, shall be included in the rates, prices and total Tender Price submitted by the bidder. The GST shall be paid separately as per applicable 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

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

15. Bid Validity

- 15.1. Bids shall remain valid for a period of 180 days (one hundred and eighty days) after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money. 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 and earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Earnest Money

- 16.1. The Bidder shall furnish, as part of the Bid, Earnest Money of the amount specified in the Appendix to ITB.
- 16.2. The Earnest Money shall, at the Bidder's option, be in the form of DD/FDR/BG of a nationalized bank or scheduled commercial bank, in favour of the name given in the Appendix to ITB. The DD/FDR/BG shall be valid for 180 days from

the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.

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

16.4. The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.

16.5. The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security or the same will be adjusted with performance security amount.

16.6. The Earnest Money may be forfeited:

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

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

18.1. All pages of the Technical and Financial Bid shall be duly signed and sealed by the Bidder or authorized signatory on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Document and shall be attached to the Bid.

18.2. The bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person signing the Tender.

19. Sealing and Marking of Bids

19.1. The bidder shall sign and seal every page of the Bid.

19.2. If every page is not signed and sealed, the Bids may be liable for rejection.

- 19.3. The original Bids (Technical Bid and Financial Bid) shall be prepared in indelible ink. Any corrections must be initialed by the person or persons who have been duly authorized.
- 19.4. Technical Bid, including original and one copy shall be placed in a sealed envelope clearly marked "Technical Bid," and the original Financial Bid in a sealed envelope clearly marked "Financial Bid" and warning: "**Do not open with the Technical Proposal.**" Technical (Original & One Copy) and Financial (Original) envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the title "**Technical and Financial Proposal**", sealed and clearly showing the name of the assignment and the submission address.
- 19.5. In the event of any discrepancy between the original and the copy of Technical Proposal, the original shall prevail.
- 19.6. Any financial bid received in any other form apart from the above shall make the Bid liable for rejection.

D. Submission of Bids

20. Deadline for Submission of Bids

- 20.1. Bids consisting of one (1) original plus one (1) copy of Technical Proposal and one (1) Original Financial Proposal must be submitted in sealed envelope in the Tender Box maintained at the addressed and on or before the date and time as specified in the NIT.
- 20.2. The Envelope must indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared as received after the due date and time or otherwise unacceptable.
- 20.3. Complete Bids (including Technical and Financial) must be received by the Employer not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.
- 20.4. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

- 21.1. The Bidders shall not be allowed to submit the Bids after the date & time of deadline for submission of Bids.

22. Withdrawal, Substitution and Modification of Tender

- 22.1. A Bidder may withdraw, substitute or modify its Tender only before the last date of submission.
- 22.2. A written Withdrawal/Substitutions/Modifications etc. Notice, duly signed by the Bidder or his authorized representative and shall include a copy of the authorization. The corresponding Withdrawal, Substitution or Modification of the Tender must accompany the respective written Notice.
- 22.3. All Notices must be received by the Employer prior to the deadline specified for submission of Tender in accordance with Clause 20 of the ITB.
- 22.4. No Withdrawal and/or Substitution and/or Modification are permitted after submission of the Tender.
- 22.5. Withdrawal, Substitution or modification of a Tender between the deadline for submission of Tender and the expiration of the original period of Tender validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 16 of ITB.

E. Bid Opening and Evaluation

23. Bid Opening

- 23.1. The Employer will open the Technical Bids of all the Tenders received (except those received late or withdrawn), including modifications made pursuant to Clause 22, in the presence of the bidders or their representatives who choose to attend at the date, time and the place specified in respective Clause(s). In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 23.2. Bids which have been "WITHDRAWN" through notice of withdrawal (pursuant to Clause 22 above) shall be read out first.
- 23.3. The bidder's names, the presence or absence of Tender Fee, Earnest Money Deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will not be opened.
- 23.4. The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Clause 23.3.
- 23.5. The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITB Clause 3; (b) is accompanied by the required Tender Fee and Earnest Money Deposit as per stipulations in ITB Clause 16 and

(c) meets the minimum qualification criteria stipulated in ITB Clause 3. The Employer will draw out a list of qualified Tenderers.

23.6. Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of opening of the Financial Bids shall be intimated to the bidders who are found qualified. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day in presence of the Bidders who may choose to attend the opening of financial bids.

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

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

24. Process to be Confidential

24.1. Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

25. Clarification of Bids and Contacting the Employer

25.1. To assist in the examination and evaluation of Tenders, the Employer may, at his discretion, ask any bidder for clarification of his Technical Bid. The request for clarification and the response shall be in writing (letter/email). If a bidder does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Bid may be rejected by the Employer.

25.2. 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.

25.3. Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness

26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid

- a. meets the eligibility criteria defined in Clauses 3 and 4;

- b. has been properly signed and sealed;
 - c. is accompanied by the required Tender Fee and Earnest Money Deposit; and
 - d. is responsive to the requirements of the bidding documents.
- 26.2. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 26.3. A responsive “Financial Bid” is one that conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
- a. which affects in any substantial way the scope, quality, or performance of the Works;
 - b. which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or the Bidder’s obligations under the Contract; or
 - c. whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.4. If a “Financial Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

- 27.1. Tenders determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a. If a discrepancy is found in the rates written in figures and words, the rates which correspond with the amount worked out by the Contractor shall unless otherwise proved be taken as correct.
 - b. If the amount of an item is not worked out by the Contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the Contractor in words shall be taken as correct.
 - c. Where the rates quoted by the Contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the Contractor will unless otherwise proved be taken as correct and not the amount.
 - d. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the Contractor has included the cost of this/these item(s) in other items

and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

27.2. The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Tender will be rejected, and the Earnest Money Deposit may be forfeited in accordance with Clause 16.6.

28. Evaluation and Comparison of Bids

28.1. The Employer will evaluate and compare only the bids determined to be responsive in accordance with Clause 26 of ITB. Evaluation will be carried out in accordance with the criteria as specified in the Appendix to ITB.

28.2. In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 27 of ITB.

28.3. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 33 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

29. Price Preference

29.1. There will be no price preference to any bidder.

F. Award of Contract

30. Award Criteria

30.1. Subject to Clause 32 of ITB, the Employer will award the Contract to the Bidder on following basis:

- a. Method of selection shall be Quality cum Cost Based Selection (QCBS) with 70% weightage to be accorded for technical and 30% for financial.

The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions mentioned below:

Technical bid shall be given scoring as below:

The bidder will be initially evaluated for Minimum Eligibility Criteria, which are mandatory to qualify. Bidders who do not qualify will be summarily rejected and will not be further evaluated. The bidder who qualifies Minimum Eligibility Criteria will be further evaluated for technical scores (TS). The bidders who qualify the minimum technical score of 70 as per criteria specified in Appendix to ITB will be finally qualified. The financial bids of technically qualified bidders will only be opened.

Financial bid shall be given scoring as below:

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidders with the lowest quote as below:

$$F_s = 100 * (F_m / F)$$

Where:

F_s = The financial score of the Financial Proposal being evaluated

F_m = The price of lowest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

Combined Evaluation:

The weighted combined score of the Technical bid (T_s), and Financial proposals (F_s) shall be used to rank the bidders on the basis of formula given as below:

T- Technical Weightage (70%), P – Financial Weightage (30%)

$$\text{Combined Score (S)} = (T_s) \times (T \%) + (F_s) \times (P\%)$$

The first ranked i.e. the highest scoring bidder will be considered for further processing. The bidder achieving the highest combined technical and financial score will be invited for negotiations.

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

31.1. Notwithstanding Clause 30 above, the Employer reserves the right to accept or reject any or all the Bids, 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.

32. Notification of Award and Signing of Agreement

- 32.1. 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 letter/email. This letter (hereinafter and in the Part I General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 32.2. 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 33.
- 32.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.
- 32.4. 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.

33. Performance Security

- 33.1. Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of **two percent** of the Contract Price, for the period as specified in Clause 46 of General Conditions of Contract plus additional security⁶ for unbalanced Bids⁷ in accordance with Clause 28.3 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.
- 33.2. The performance security shall be either in the form of a Bank Guarantee or Fixed Deposit Receipts, in favour of CEO, SSCL payable at Shillong, Meghalaya, from a Nationalized Bank or Scheduled Commercial Bank.
- 33.3. Failure of the successful Bidder to comply with the requirements of Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating future bids under SSCL for one year.

34. Advances

- 34.1. The Employer will provide mobilization advances and advance against security of equipment as provided in Clause 45 of Part I of the General Conditions of Contract.

35. Corrupt or Fraudulent Practices

⁶ The percentage of additional security shall be as decided by the Employer.

⁷ In the opinion of the Employer

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

35.2. The Bidder shall furnish an Integrity Pact as per Tech Form 11.

Appendix to Instructions to Bidders (ITB)

Instructions to Bidders Clause Reference																																	
(1.1)	The Employer is Shillong Smart City Limited (SSCL) Represented by the Chief Executive Officer (CEO)																																
(1.1)	Construction of a Commercial Complex at Polo, Shillong, East Khasi Hills District, Meghalaya																																
(2.1)	The State is Meghalaya																																
(3.2)	The eligible bidders are: All bidders registered with Central/State Government Ministries/Departments/Organizations and meeting the eligibility criteria																																
(4.2)(g)	The percentage is Ten																																
(4.4)(b)(iii)	Other certificates required with the bid are: None																																
(4.4)(c)(i)	A) The key equipment/machinery for construction of works shall be:																																
	<table border="1"> <thead> <tr> <th rowspan="2">SN</th> <th rowspan="2">Name of the Equipment</th> <th rowspan="2">Capacity</th> <th rowspan="2">Unit</th> <th>Minimum Required (Evidence of Ownership to be furnished)</th> <th>Total</th> </tr> <tr> <th>Owned / Leased/Hired</th> <th></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Excavator cum Loader</td> <td>Minimum size Bucket 0.3cum/shovel 1.0cum, Capacity 75cum/hr</td> <td>Nos.</td> <td>1</td> <td>1</td> </tr> <tr> <td>2</td> <td>Concrete Batching Plant with concrete pump</td> <td>Minimum 20cum/hr</td> <td>Nos</td> <td>1</td> <td>1</td> </tr> <tr> <td>3</td> <td>Concrete Mixer</td> <td>Minimum 450 liter, (10/7) Concrete Mixer With Mechanical Hopper and digital weigh batchload cellbase weighing system with automatic water meter</td> <td>Nos</td> <td>1</td> <td>1</td> </tr> <tr> <td>4</td> <td>Concrete Breaker</td> <td>Heavy duty, minimum impact energy 62J @ 1000bpm, 28mm internal hexagonal</td> <td>Nos</td> <td>1</td> <td>1</td> </tr> </tbody> </table>	SN	Name of the Equipment	Capacity	Unit	Minimum Required (Evidence of Ownership to be furnished)	Total	Owned / Leased/Hired		1	Excavator cum Loader	Minimum size Bucket 0.3cum/shovel 1.0cum, Capacity 75cum/hr	Nos.	1	1	2	Concrete Batching Plant with concrete pump	Minimum 20cum/hr	Nos	1	1	3	Concrete Mixer	Minimum 450 liter, (10/7) Concrete Mixer With Mechanical Hopper and digital weigh batchload cellbase weighing system with automatic water meter	Nos	1	1	4	Concrete Breaker	Heavy duty, minimum impact energy 62J @ 1000bpm, 28mm internal hexagonal	Nos	1	1
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4	Concrete Breaker	Heavy duty, minimum impact energy 62J @ 1000bpm, 28mm internal hexagonal	Nos	1	1																												

		tool holder			
5	Concrete Vibrator	25mm concrete vibrator needle (electric)	Nos	1	1
6	Water Pumps and Mud pumps	Minimum 5 HP capacity	Nos	5	5
7	Generator	Captive power generator of 75KVA minimum capacity	Nos	1	1
8	Reinforcement cutting and Bending Machine	Minimum 5 HP capacity	Nos	1	1
9	Welding Machine		Nos	1	1
10	Materials lifting equipment	Rope pully	Nos	1	1
11	Water Tankers	2,000 litre	Nos	5	5
12	Trucks/ Tippers	Minimum 7.5 cum capacity	Nos	5	5

B) Equipments for testing of materials & concrete at site laboratory (however as per requirement it can be increased.)

All necessary equipment for conducting all necessary tests shall be provided at the site laboratory by the contactor at his own cost. The following minimum laboratory equipment shall be set up at site office laboratory:

Sl. No.	Name of the Laboratory Equipment	Minimum numbers required
1	Cube testing machine	01 No
2	Slump Cone	01 No
3	Tensile Briquette testing machine	01 No
4	Vicats apparatus with Desk Pot	01 No
5	Megger & earth resistance tester	01 No
6	Pumps and Pressure gauges for hydraulic testing of pipes	02 Nos
7	Weighing scale platform type 100 Kg capacity	02 Nos
8	Graduated glass cylinder	As per requirement
9	Sets of sieves for coarse aggregate [40; 20;10;4.75mm]	04 Nos
10	Sets of sieves for fine aggregate [4.75;2.36;1.18;600;300 & 150 micron	04 Nos

11	Core cutter for soil compaction with accessories	02 Nos
12	Cube mould size 70mm X 70mm X 70mm	18 Nos
13	Cube mould size 150mmX150mmX150mm	60 Nos
14	Moisture Content Rapid moisture meter standard	04 Nos
15	Hot Air Oven Temp. Range 50°C to 300°C	02 Nos
16	Electronic balance 600g x 0.01g. 10kg and 50kg	03 Nos
17	Physical balance weight upto 5 kg	01 No
18	Digital Thermometer upto 150°C	02 Nos
19	Poker Thermometer (Concrete Road) 0°C to 50°C & 150°C	02 Nos. Each
20	Measuring Jars 100ml,200ml,500ml	02 Nos. set of each size
21	Gauging trowels 100mm & 200mm with wooden handle	04 Nos
22	Spatula 100mm & 200mm with long blade wooden handle	02 Nos. each size
23	Vernier callipers 12" and 6" sizes	02 Nos. each
24	Digital PH motor least count .01mm	01 No
25	Digital Micrometre least count of .01mm	01 No
26	Digital paint thickness meter for steel 500-micron range	02 Nos
27	GI tray 600 x450x50mm., 450x300x40mm, 300x250x40mm	02 Nos. each
28	Electric Mortar mixer 0.25 CUM capacity	01 No
29	Rebound hammer test Digital rebound hammer	01 No
30	Screw Gauge 0.1mm-10mm, least count 0.05	02 No
31	Water testing Kit	02 Nos
32	Aggregate impact value testing machine with blow counter	As per Requirement
33	Crushing value apparatus	As per Requirement
34	Thickness gauge for measuring flakiness index	As per Requirement
35	Elongation gauge	As per Requirement
36	Measuring Cylinder 3,5,10 & 15 Litre cylinder	As per Requirement
37	Pycnometer	02 Nos
38	Motorized Sieve shaker	02 Nos
39	Any other equipment for site tests as outlined in BIS and as directed by the	

	Engineer.				
	All relevant IS codes, CPWD manual, specifications, schedule of rates, etc in hard as well as soft copy shall be made available at site by the Contractor at his own cost.				
(4.4)(c)(ii)	SN	Position	Minimum Number of Staff	Minimum Qualification	Total Work Experience (years)
	1	Project Manager	1	B. E (Civil) with 10 years of experience or BE(Civil) with MTech in Structure or Geotechnical Engineering with 7 years of experience after post-graduation	10 or 7 as specified
	2	Electrical Engineer	1	B.E (Electrical) with 7 years of experience or BE(Electrical) with M-Tech in Electrical Engineering with 5 years of experience after post-graduation	7 or 5 as specified
	3	Quality Control/ Material Engineer	2	Degree in Civil Engineering with Experience in Quality Control or Quality Management in construction works	5
	4	Civil cum Utility Engineer	4	Degree/ Diploma in Civil Engineering	5/7
	5	Planning Engineer	1	Degree in Civil/ Engineering with project planning experience	5
	6	Plant Engineer	1	Degree in Civil/ Mechanical Engineering	5
	7	Quantity Surveyor	1	Diploma / Degree in Civil/ Mechanical Engineering	5/3
	8	Environment, Health and Safety	1	Diploma/ Degree in Safety/ work safety	3

	Engineer			
	To ensure employment of Technical Personnel specified above, the Contractor would require giving the proof of payment of their salaries/ Wages by NEFT or RTGS/Cheque/ Demand Draft for the preceding one year ending on the last day of the month previous to the one in which bids are invited.			
(4.4)(c)(iii)	The minimum amount of credit facilities net of other contractual commitments of the successful Bidder shall be 10% of the contract value.			
(4.4)(d) (i)	The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment: Any staffs under SSCL, DUA and all Authorities/Agencies under its jurisdiction or control, PWD, SMB and the PMC for Shillong Smart City Limited			
(4.4)(d)(ii)	The bidder must produce an affidavit stating that no retired gazetted officer is in employment who retired within the last two years (starting from the date of submission of Bids) from the departments listed below: SSCL, DUA and all Authorities/Agencies under its jurisdiction or control, PWD, SMB and the PMC for Shillong Smart City Limited. In case there is no such person in his employment, his affidavit should clearly state this fact.			
(4.6)	M=2.5			
(7.1)	The contact person is: Chief Executive Officer (CEO) Shillong Smart City Limited House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, East Khasi Hills District, Meghalaya - 793003			
(11.1)	Language of the bid is: English			
(12.1) Part I (vi)	The other documents required are: NONE			
(16.1)	The amount of Earnest Money shall be INR 75 lakhs (Rupees Seventy Five Lakhs only)			
(16.2)	Fixed Deposit Receipt must be drawn in favour of: "Chief Executive Officer, Shillong Smart City Limited" payable at Shillong			
(16.2)	Other acceptable forms of Bid Security: None. Bid Security to be submitted only in the form of DD/FDR/BG.			
(16.3)	Exemption from Earnest Money is granted to: NONE			
(20.1)	Deadlines for submission of bids shall be:			

	Date: 12.03.2020 Time: 15:00 Hrs.		
(30.1)	SN	Criteria	Marks
	1	<p>Similar work experience of the bidders, quantified in terms of number of completed projects during last 7 years (till last day of month previous to the one in which applications are invited)</p> <p>(a) Completed similar works with value of 100% of estimated cost or more: 7.5 marks each capped at a maximum of 2 such projects Or (b) Completed similar works with value of 80% to 99% of estimated cost: 5 marks each capped at a maximum of 3 such projects Or (c) Completed similar works with value of 60% to 79% of estimated cost: 3.75 marks each capped at a maximum of 4 such projects Or (d) Completed similar works with value of 40% to 59% of estimated cost: 2.5 marks each capped at maximum of 6 such projects.</p>	15
	2	<p>Prior work experience of the bidders in similar works in Meghalaya during last 7 years (till last day of month previous to the one in which applications are invited)</p> <p>(a) Completed similar works with value of 80% of estimated cost or more: 10 marks each capped at maximum of 1 such project. (b) Completed similar works with value of 40% of estimated cost or more: 5 marks each capped at maximum of 2 such projects.</p>	10
3	<p>Prior work experience of the bidders in similar works in similar geographies {limited to other parts of North East India (excluding Meghalaya), J&K, Ladakh, Uttarakhand and Himachal Pradesh} during last 7 years (till last day of month previous to the one in which applications are invited)</p> <p>(a) Completed similar works with value of 80% of estimated cost or more: 10 marks each capped at</p>	10	

		<p>maximum of 1 such project.</p> <p>(b) Completed similar works with value of 40% of estimated cost or more: 5 marks each capped at maximum of 2 such projects.</p>	
	4	<p>Prior experience of the bidders in execution of similar works with value of 40% of estimated cost or more carried out or being carried out under any Smart City projects in India during last 5 years (till last day of month previous to the one in which applications are invited)</p> <p>(a) Completed similar works: 10 marks each capped at maximum of 1 such project.</p> <p>(b) On-going similar works: 5 marks each capped at maximum of 2 such projects.</p>	10
	5	Valid Class-I registration with PWD, Meghalaya	05
	6	Project Management & Detailed Work Plan (bar chart and work plan; risk mitigation plan; resource mobilization plan; and construction schedule) 1.25 marks for each aspect	05
	7	<p>Manpower (details of manpower on payroll of the bidder for the past 1 year till the last day of month previous to the one in which applications are invited. Minimum qualification will be as specified in the Appendix to ITB. The bidder will provide an undertaking supporting the same)</p> <p>a) The Bidder must have on its roll at least 1 Graduate Civil Engineer [BE(Civil)] with 10 years of relevant experience or BE(Civil) with M.Tech in Structure or Geotechnical Engineering with 7 years of experience (Project Manager category) (capped at maximum 3 marks). Detailed marking criteria based on number of manpower of this category are as under:</p> <ul style="list-style-type: none"> ○ 6 and above: 3 marks ○ 3 to 5: 2 marks ○ 1 to 2: 1 marks <p>b) The Bidder must have on its roll at least 1 Graduate Civil Engineer with 5 to 7 years of</p>	15

		<p>relevant experience: (Civil/Utility/Planning Engineer category) (capped at maximum 2 marks). Detailed marking criteria based on number of manpower of this category are as under:</p> <ul style="list-style-type: none"> ○ 6 to 9: 2 marks ○ 1 to 5: 1 marks <p>c) The Bidder must have on its roll at least 1 Graduate Mechanical Engineer with 5 to 7 years of relevant experience: (Plant Engineer category) (capped at maximum 2 marks). Detailed marking criteria based on number of manpower of this category are as under:</p> <ul style="list-style-type: none"> ○ 3 and above: 2 marks ○ 1 to 2: 1 marks <p>d) The Bidder must have on its roll at least 1 Quality Control/Material Engineer with at least 5 years of relevant experience (capped at maximum 2 marks). Detailed marking criteria based on number of manpower of this category are as under:</p> <ul style="list-style-type: none"> ○ 3 and above: 2 marks ○ 1 to 2: 1 marks <p>e) The Bidder must have on its roll at least 1 Electrical Engineer with at least 7 years of relevant experience (capped at maximum 2 marks). Detailed marking criteria based on number of manpower of this category are as under:</p> <ul style="list-style-type: none"> ○ 3 and above: 2 marks ○ 1 to 2: 1 marks <p>f) The Bidder must have on its roll at least 1 Quantity Surveyor with 3 to 5 years of relevant experience (capped at maximum 2 marks). Detailed marking criteria based on number of manpower of this category are as under:</p> <ul style="list-style-type: none"> ○ 3 and above: 2 marks ○ 1 to 2: 1 marks 	
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		<p>g) The Bidder must have on its roll at least 1 Environment, Health and Safety (EHS) Engineer with at least 3 years of relevant experience (capped at maximum 2 marks). Detailed marking criteria based on number of manpower of this category are as under:</p> <ul style="list-style-type: none"> ○ 3 and above: 2 marks ○ 1 to 2: 1 marks 	
	8	<p>Average Annual Turnover from construction works of the Firm for Last 3 financial years ending on 31st March of the previous year</p> <ul style="list-style-type: none"> a) 100% of estimated cost and above: 15 marks b) 75% to 99% of estimated cost: 10 marks c) 50% to 74% of estimated cost: 7.5 marks d) 30% to 49% of estimated cost: 5 marks 	15
	9	<p>Machinery List (with specifications/capacity as specified in Appendix to ITB) in possession of the Bidder to be provided with the copy of the Bill or undertaking of the bidder (capped at 1.25 marks per category)</p> <ul style="list-style-type: none"> a) Excavator cum Loader b) Concrete Batching Plant with concrete pump c) Concrete Mixer d) Concrete Breaker e) Concrete Vibrator f) Water Pumps and Mud pumps g) Generator h) Reinforcement cutting and Bending Machine i) Welding Machine j) Materials lifting equipment k) Water Tankers l) Trucks/ Tippers <p>Detailed marking criteria for each category:</p> <ul style="list-style-type: none"> ○ 4 and above: 1.25 mark ○ 2 to 3 of the above equipment: 1 mark ○ 1 of the above equipment: 0.5 mark 	15
		Total Marks	100

(30.1)(a)	Method of selection shall be Quality cum Cost Based Selection (QCBS) with 70% weightage to be accorded for technical and 30% for financial).
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Signature of Employer / Authorized Signatory
Date:

SECTION 3

QUALIFICATION INFORMATION

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

- 1.1 Constitution or legal status of Tenderer, Place of Registration, Principal place of business and other details in the format provided at Tech Form 2.
- 1.2 Total value of civil engineering construction works executed and payments received in the Last seven years (in Rs. Lakhs) in the format provided at Tech Form 7.
- 1.3 Work performed as Lead Contractor (in the same name) on works of similar nature⁸ over during the seven years specified in 1.2 above in the format provided at Tech Form 7A.
- 1.4 Information on on-going works that are yet to be completed as on the date of this Tender in the format provided at Tech Form 5.
- 1.5 The equipment specified in Clause 4.4(c)(i) of the ITB are considered essential for successfully carrying out the works. The Tenderer should furnish the information in the format provided at Tech Form 8E.
- 1.6 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. duly certified by registered statutory Chartered Accountant shall be submitted. In addition, the summarized financial information in the format provided at Tech Form 3.
- 1.7 Evidence of access to lines of credit, etc. will be provided in the format provided at Tech Form 4A.
- 1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.9 Information on current litigation in which the bidder is involved in the format provided at Tech Form 9.

⁸ For works of similar nature definition refer Clause 4.2(c)

- 1.10 The proposed methodology and program of construction, backed with equipment 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 in the format provided at Tech Form 8.

SECTION 4

PART I GENERAL CONDITIONS OF CONTRACT (GCC)

A. General

1. Definitions

1.1. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

- i. Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- ii. Compensation Events are those defined in Clause 40 hereunder.
- iii. The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1 of GCC.
- iv. 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.
- v. The Contract Data defines the documents and other information, which comprise the Contract.
- vi. The Contractor is a person or corporate body or a Joint Venture who's Bid to carry out the Works, including routine maintenance, has been accepted by the Employer.
- vii. The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- viii. The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- ix. Days are calendar days; months are calendar months.
- x. A Defect is any part of the Works not completed in accordance with the Contract.
- xi. The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.
- xii. The Defects Liability Period is one year calculated from the Completion Date.
- xiii. Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

- xiv. The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.
- xv. The Engineer is the Employer or his authorized representative.
- xvi. Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- xvii. The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- xviii. The Intended Completion Date is as specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.
- xix. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- xx. The Site is the area defined as such in the Contract Data.
- xxi. Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.
- xxii. Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
- xxiii. 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.
- xxiv. Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- xxvi. A Variation is an instruction given by the Engineer, which varies the Works.
- xxvii. The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.
- xxviii. Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the

Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

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

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

1. Agreement,
2. Notice to Proceed with the Work,
3. Letter of Acceptance,
4. Contractor's Bid,
5. Contract Data,
6. Special Conditions of Contract Part II,
7. General Conditions of Contract Part I,
8. Scope of Work and Technical Specifications,
9. Drawings,
10. Bill of Quantities, and
11. Any other document listed in the Contract Data.

3. Language and Law

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

4. Engineer's Decisions

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

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

5. Delegation

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

6. Communications

6.1. All Certificate, notices or instructions to be given to the Contractor by Employer / Engineer shall be sent on the address or contact details given by the Contractor in Section 7 - Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given Contract Data to GCC.

Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

- 7.1. No sub-contracting is allowed.

8. Other Contractors

- 8.1. The Contractor shall co-operate and share the site with other Contractors. Public authorities' utilities, and the Employer between the dates given in the schedule of other Contractors, as referred to in the contract data. The Contractor shall also provide facilities and services for them as described in the schedule. The Employer may modify the schedule of other Contractor and shall notify the Contractor of any such modification.
- 8.2. The Contractor should take up the work in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the works.

9. Personnel

- 9.1. The Contractor shall employ for the construction work and routine maintenance the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.
- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- 9.3. The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

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 that this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1. The Employer is responsible for the excepted risks which are (a) to provide drawings; b) provide hindrance/encumbrance free site; and (c) financing the project.

12. Contractor's Risks

- 12.1. All other risks not covered under Clause 11.1 are the Contractor's risks.

13. Insurance

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

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

- 13.2. Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

13.3.

- a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a. Personal injury or death.

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

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

15. Queries about the Contract Data

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

16. Contractor to Construct the Works

- 16.1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16.2. The Contractor shall construct the works by using the equipment as specified (but not limited to) in the Contract Data to ensure the quality of works as per specifications.

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 Engineer, 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.
- 18.2. The Contractor shall be responsible for design of Temporary Works.
- 18.3. The Engineer's 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 fully responsible for the safety of all activities on the Site.

20. Discoveries

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

21. Possession of the Site

- 21.1. The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction program. At the start of the work, the Employer shall handover the possession of at-least 50% of the site.

22. Access to the Site

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

- a) The Engineer
- b) The Employer
- c) The Ministry of Housing and Urban Affairs, Government of India.
- d) Department of Urban Affairs, Public Works (Roads); Public Health and Engineering; Meghalaya Power Distribution Corporation Limited (MePDCL), Govt. of Meghalaya and BSNL.
- e) Shillong Municipal Board (SMB)
- f) Project Management Consultant for Shillong Smart City project
- g) Any other person/agency authorised by the Employer.

23. Instructions

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

24. Dispute Redressal System

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

24.2. Either party will have the right of appeal, against the decision of the Competent Authority, to the arbitration if the amount appealed exceeds 5% of the contract price.

25. Procedure for Resolution of Disputes

25.1. The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of a dispute.

25.2. Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under the Arbitration and Conciliation Act 1996. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.

25.3. The Arbitration shall be conducted in accordance with the following procedure, -

- a) In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.
- b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Institution of Engineer - Local Chapter shall appoint the arbitrator.

A certified copy of the order of the Institution of Engineer - Local Chapter, making such an appointment shall be furnished to each of the parties.

- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- d) Arbitration proceedings shall be held at Shillong (Meghalaya), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

25.4. Performance under the contract shall continue even after reference to the arbitration and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

B. Time Control

26. Programme

- 26.1. Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.
- 26.2. The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipment being placed in field laboratory and the location of field laboratory along with the Program. The Engineer shall cause these details to be verified at each appropriate stage of the program.

- 26.3. 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 Works, including any changes to the sequence of the activities.
- 26.4. The Contractor shall submit to the Engineer for approval an updated Program at intervals of 30 Days 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.
- 26.5. 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 shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

- 27.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.
- 27.2. The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Engineer

- 28.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer.

29. Management Meetings

- 29.1. The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.
- 29.2. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

- 30.1. 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.

31. Tests

- 31.1. For Carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipment as specified in Appendix to ITB. The Contractor shall be solely responsible for: (a) Carrying out the mandatory tests prescribed in the Specifications, and (b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 31.2. If the Engineer instructs the Contractor to carry out a test not specified in the Specifications 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.

32. Correction of Defects noticed during the Defect Liability Period for one year

- 32.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 32.2. Every time notice of Defect/Defects is given; the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
- 32.3. The request for inspection (RFI) system will be followed for execution of work.

33. Uncorrected Defects

- 33.1. If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1 and of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. Cost Control

34. Bill of Quantities

- 34.1. The Bill of Quantities shall contain items for the construction, supply, installation, testing, and commissioning, to be done by the Contractor.
- 34.2. 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 for the construction works.

35. Variations/Deviations and Extra Items

- 35.1. The Engineer shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the

progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

35.2 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the Contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer.

35.3 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the Contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rate, claim rates, supported by proper analysis which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer- in- charge shall be binding and the Engineer shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and the Contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved Deviation.

Substituted Items: In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

35.4 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Clause 35.6, and the Engineer shall after giving notice to the Contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

35.5 Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

35.6 In reference to the preceding paragraphs (35.1 to 35.5), the variation duly approved by the Engineer shall be as stipulated in the contract data.

36. Payments for Variations

36.1. In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in the contract data, the Contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates (as per invoice, vouchers from the manufacturers or suppliers submitted by the agency and duly verified by the Engineer or his representative) and the Contractor shall be paid in accordance with the rates so determined.

36.2 The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the Contractor without observation of the Engineer.

37. Cash Flow Forecasts

37.1. When the Program is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

38. Payment Certificates

38.1. The payment to the Contractor will be as follows for construction work:

- a) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books authorized by CEO-Shillong Smart City Limited.

- b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
- c) The value of work executed shall be determined, based on measurements by the Engineer.
- d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) The Payment of final bill shall be governed by the provisions of clause 50 of GCC.

39. Payments

- 39.1. Payments shall be adjusted for deductions for advance payments security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 21 days of the date of each certificate.
- 39.2. The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor) to make payment certified by the Engineer.
- 39.3. Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

40. Compensation Events

- 40.1. The following shall be Compensation Events unless they are caused by the Contractor:
 - a) The Engineer orders a delay or delays exceeding a total of 30 days.
 - b) The effects on the Contractor of any of the Employer's Risks.
- 40.2. If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

41. Tax

- 41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes (except GST) of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. GST will be paid as per applicable rates.

42. Currencies

42.1 All payments will be made in Indian Rupees.

43. Security Deposit/ Retention and Release of Performance Security and Security Deposit/ Retention

43.1. The Employer shall retain security deposit of 5% of the amount from each payment due to the Contractor until completion of the whole of the construction Work.

43.2. On the completion of the whole of the construction Work half of the total amount retained as Security Deposit is repaid and half when the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of his period have been corrected.

43.3. The additional performance security for unbalanced bids as detailed in Clause 46 of Conditions of Contract is repaid to the Contractor when the construction work is complete.

43.4. The performance security as specified in Clause 33 of ITB will be repaid to the Contractor when the period of one year fixed or defect liability period is over and the Engineer has certified that the Contractor has satisfactorily carried out the Works.

44. Liquidated Damages

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

44.2. 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.

45. Advance Payment

45.1. The Employer will make the following advance payment to the Contractor against provision by the Contractor of an Unconditional Bank Guarantee in the prescribed format specified in the Bidding Document by a nationalized bank/scheduled commercial bank acceptable to the Employer in amounts equal to the advance payment and valid till the period of recovery:

a) Mobilization advance up to 5 percent of the contract price.

- b) Materials and equipment advance up to seventy percent of the cost of the new equipment or materials brought to the site, subjects to a maximum of 10 percent of the contract price and after due approval of the Engineer. Such advance shall be recovered from the next running account bill of the Contractor in proportionate to the materials incorporated in the work.

The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor.

- 45.2. The Contractor is to use the advance payment only to pay for Equipment, materials plant and mobilization expenses required specifically for execution of works. The Contractor shall demonstrate the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 45.3. The mobilization advance shall be recovered at the rate of 7.5% from the gross value of each running account bill till the time it is fully recovered. Recovery shall be made commencing after first ten (10) percent of the gross value of the work is executed and paid. No account shall be taken of the advance payment or the repayment in assessing valuation of work done, variations, price adjustments, Compensation events or liquidated damages.

46. Securities

- 46.1. The Performance Security as specified in Clause 33 of ITB and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in Section 7 and by a scheduled commercial bank. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

47. Cost of Repairs

- 47.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.
- 47.2. Any future interventions by any other agencies working in the subject area, SSCL will assist the Contractor to recover the resurfacing/repairing costs incurred due to additional interventions from the respective department.

E. Finishing the Contract

48. Completion of Construction

- 48.1. The Contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed.

49. Taking Over

49.1. The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works.

50. Final Account

50.1. The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall certify any payment that is due to the correct and complete. If the account is not correct or complete, the engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account.

The payment of final bill for construction of works will be made within 21 days thereafter.

50.2. In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 21 days thereafter.

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's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

52. Termination

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

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

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
- b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

- d) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- e) The Contractor fails to provide insurance cover as required under clause 13;
- f) If the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition. The Contractor shall execute the Integrity Pact as per format given in Tech Form 11.
- g) If the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- h) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Clause 31 of ITB; and
- i) Any other fundamental breaches as specified in the Contract Data.
- j) If the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.

52.3. Notwithstanding the above, the Employer may terminate the Contract for convenience or for other reasons beyond its control.

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

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 and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.

53.2. If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries

due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

54. Property

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

55. Releases from Performance

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

F. Other Conditions of Contract

56. Labour

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

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

57. COMPLIANCE WITH LABOUR REGULATIONS

57.1. During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct

any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

58. Drawings and Photographs of the Works

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

58.2. The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken by the Contractor without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

59. The Apprentices Act 1961

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

60. Criminals are prohibited from bidding

60.1. Any bidder who has been convicted by a court of law for criminal activities including but not limited to organized crime or gangster activities or Mafia or Goonda or Anti-social activity in the last 5 years (till the date of NIT) is not eligible to bid. If it is established that any bidder has been convicted by a court of law, his bid shall be automatically cancelled.

60.2. The bidder has to produce Solvency certificate, self-declaration affidavit (on the prescribed proforma, which is attached with the bid document) etc., issued by the competent authority in original with bid document.

61. Force Majeure (FM) Clause

61.1 Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of

occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

CONTRACT DATA TO GENERAL CONDITIONS OF CONTRACT

Clause Reference of GCC																
Cl 1.1	The Employer is CEO, Shillong Smart City Limited, Shillong House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, East Khasi Hills District, Meghalaya - 793003 Electronic mail: shillongsmartcitylimited@gmail.com															
Cl 1.1(xviii)	The Intended Completion Date for the whole of the Works is Twenty Four (24) months from the date of issue of Notice to Proceed.															
Cl 1.1(xx)	The Site is located: within ABD area of Shillong Smart City															
Cl 1.1(xxiii)	The Start Date shall be as defined in the Notice to Proceed with the work															
Cl 1.1(xxvii)	The Works consist of Construction of a Commercial Complex at Polo, Shillong															
Cl 2.3	The following documents also form part of the Contract: a) Drawings b) Bill of Quantities c) Scope of Work and Technical Specifications The Contractor shall submit the “As-Built” drawings and Operation & Maintenance Manual along with work program as applicable.															
Cl 3.1	(a) The law which applies to the Contract is the law of Union of India. (b) The language of the Contract documents is English.															
Cl 7	Sub-contracting not allowed															
Cl 8.1	The Schedule of Other Contractors – NA															
Cl 9.1	(A). The Technical Personnel for construction work are: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SN</th> <th style="text-align: center;">Position</th> <th style="text-align: center;">Minimum Number of Staff</th> <th style="text-align: center;">Minimum Qualification</th> <th style="text-align: center;">Total Work Experience (years)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Project Manager</td> <td style="text-align: center;">1</td> <td>B. E (Civil) with 10 years of experience or BE(Civil) with MTech in Structure or Geotechnical Engineering with 7 years of experience after post-graduation</td> <td style="text-align: center;"><i>10 or 7 as specified</i></td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Electrical Engineer</td> <td style="text-align: center;">1</td> <td>B.E (Electrical) with 7 years of experience or BE(Electrical) with M-Tech in Electrical Engineering with 5 years of experience</td> <td style="text-align: center;"><i>7 or 5 as specified</i></td> </tr> </tbody> </table>	SN	Position	Minimum Number of Staff	Minimum Qualification	Total Work Experience (years)	1	Project Manager	1	B. E (Civil) with 10 years of experience or BE(Civil) with MTech in Structure or Geotechnical Engineering with 7 years of experience after post-graduation	<i>10 or 7 as specified</i>	2	Electrical Engineer	1	B.E (Electrical) with 7 years of experience or BE(Electrical) with M-Tech in Electrical Engineering with 5 years of experience	<i>7 or 5 as specified</i>
SN	Position	Minimum Number of Staff	Minimum Qualification	Total Work Experience (years)												
1	Project Manager	1	B. E (Civil) with 10 years of experience or BE(Civil) with MTech in Structure or Geotechnical Engineering with 7 years of experience after post-graduation	<i>10 or 7 as specified</i>												
2	Electrical Engineer	1	B.E (Electrical) with 7 years of experience or BE(Electrical) with M-Tech in Electrical Engineering with 5 years of experience	<i>7 or 5 as specified</i>												

SN	Name of the Equipment	Capacity	Unit	Minimum Required (Evidence of Ownership to be furnished)	Total
				Owned / Leased/Hired	
1	Excavator cum Loader	Minimum size Bucket 0.3cum/shovel 1.0cum, Capacity 75cum/hr	Nos.	1	1
2	Concrete Batching Plant with concrete pump	Minimum 20cum/hr	Nos	1	1
3	Concrete Mixer	Minimum 450 liter, (10/7) Concrete Mixer With Mechanical Hopper and digital weigh batchload cellbase weighing system with automatic water meter	Nos	1	1
4	Concrete Breaker	Heavy duty, minimum impact energy 62J @ 1000bpm, 28mm internal hexagonal tool holder	Nos	1	1
5	Concrete Vibrator	25mm concrete vibrator needle (electric)	Nos	1	1
6	Water Pumps and Mud pumps	Minimum 5 HP capacity	Nos	5	5
7	Generator	Captive power generator of 75KVA minimum capacity	Nos	1	1
8	Reinforcement	Minimum 5 HP	Nos	1	1

	cutting and Bending Machine	capacity			
9	Welding Machine		Nos	1	1
10	Materials lifting equipment	Rope pully	Nos	1	1
11	Water Tankers	2,000 litre	Nos	5	5
12	Trucks/ Tippers	Minimum 7.5 cum capacity	Nos	5	5

* The equipment should not be more than five years old

B) Equipments for testing of materials & concrete at site laboratory

(however as per requirement it can be increased)

All necessary equipment for conducting all necessary tests shall be provided at the site laboratory by the contractor at his own cost. The following minimum laboratory equipment shall be set up at site office laboratory:

Sl. No.	Name of the Laboratory Equipment	Minimum numbers required
1	Cube testing machine	01 No
2	Slump Cone	01 No
3	Tensile Briquette testing machine	01 No
4	Vicats apparatus with Desk Pot	01 No
5	Megger & earth resistance tester	01 No
6	Pumps and Pressure gauges for hydraulic testing of pipes	02 Nos
7	Weighing scale platform type 100 Kg capacity	02 Nos
8	Graduated glass cylinder	As per requirement
9	Sets of sieves for coarse aggregate [40; 20;10;4.75mm]	04 Nos
10	Sets of sieves for fine aggregate [4.75;2.36;1.18;600;300 & 150 micron	04 Nos
11	Core cutter for soil compaction with accessories	02 Nos
12	Cube mould size 70mm X 70mm X 70mm	18 Nos
13	Cube mould size 150mmX150mmX150mm	60 Nos
14	Moisture Content Rapid moisture meter standard	04 Nos
15	Hot Air Oven Temp. Range 50°C to 300°C	02 Nos
16	Electronic balance 600g x 0.01g. 10kg and 50kg	03 Nos
17	Physical balance weight upto 5 kg	01 No

	18	Digital Thermometer upto 150°C	02 Nos
	19	Poker Thermometer (Concrete Road) 0°C to 50°C & 150°C	02 Nos. Each
	20	Measuring Jars 100ml, 200ml, 500ml	02 Nos. set of each size
	21	Gauging trowels 100mm & 200mm with wooden handle	04 Nos
	22	Spatula 100mm & 200mm with long blade wooden handle	02 Nos. each size
	23	Vernier callipers 12" and 6" sizes	02 Nos. each
	24	Digital PH motor least count .01mm	01 No
	25	Digital Micrometre least count of .01mm	01 No
	26	Digital paint thickness meter for steel 500-micron range	02 Nos
	27	GI tray 600 x 450 x 50mm., 450 x 300 x 40mm, 300 x 250 x 40mm	02 Nos. each
	28	Electric Mortar mixer 0.25 CUM capacity	01 No
	29	Rebound hammer test Digital rebound hammer	01 No
	30	Screw Gauge 0.1mm-10mm, least count 0.05	02 No
	31	Water testing Kit	02 Nos
	32	Aggregate impact value testing machine with blow counter	As per Requirement
	33	Crushing value apparatus	As per Requirement
	34	Thickness gauge for measuring flakiness index	As per Requirement
	35	Elongation gauge	As per Requirement
	36	Measuring Cylinder 3, 5, 10 & 15 Litre cylinder	As per Requirement
	37	Pycnometer	02 Nos
	38	Motorized Sieve shaker	02 Nos
	39	Any other equipment for site tests as outlined in BIS and as directed by the Engineer.	
	All relevant I S codes, CPWD manual, specifications, schedule of rates, etc in hard as well as soft copy shall be made available at site by the Contractor at his own cost.		
CI 24.1	Competent Authority is: Chief Executive Officer, Shillong Smart City Limited		
CI 26.1	The Contractor shall submit for approval a Program for the Works within Fifteen days (15) from the date of the Letter of Acceptance.		
CI 26.4	The period between Program updates is Thirty (30) days.		
CI 26.4	The amount to be withheld for late submission of an updated Program is ₹5,000/- per day		

CI 35.6	The Employer to decide deviation up to 1.5 times of tendered amount.
CI 36.1	The Employer to decide deviation up to 1.5 times of tendered amount.
CI 39.1	The authorized person to make payments is Chief Executive Officer, Shillong Smart City Limited, Shillong
CI 44.1	<p>Liquidated Damages:</p> <p>(a) Amount of liquidated damages for delay in completion works For whole of work 1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week.</p> <p>(b) Maximum limit of liquidated damages for delay in completion work. 10 percent of the Initial Contract Price rounded off to the nearest thousand.</p>
CI 44.1	<p>Milestones to be achieved during the contract period</p> <ul style="list-style-type: none"> • 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction • 3/8th of the value of entire contract work up to ½ of the period allowed for completion of construction • 3/4th of the value of entire contract work up to ¾th of the period allowed for completion of construction
CI 51.1	<p>(a) “As-built” drawings and the Schedule of Operating and Maintenance Manuals shall be provided by the Contractor</p> <p>(b) The date by which “as-built” drawings (in scale as directed) in electronic copy (AutoCAD and PDF format) and hard copy (2 sets) are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.</p>
CI 51.2	The amount to be withheld for non-compliance to the Clause 51 by the date required is Rs. One Lakh. Thereafter, one lakh per week subject to maximum of Rs. 50 lakh.
CI 52.2(j)	As defined by Competent Authority
CI 52.2(k)	As per Clause 9.1 and 16.2 of GCC
CI 53.1	The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20%.

Appendix to Part I General Condition of Contract

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

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

Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

- i. Pension or family pension on retirement or death as the case may be.
- ii. Deposit linked insurance on the death in harness of the worker.
- iii. Payment of P.F. accumulation on retirement/death etc.

Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

Minimum Wages Act 1948: - The Contractor is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Constructions of buildings, roads, runways are scheduled employment.

g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

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.

Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

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.

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 regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the workplace etc. The Employer to

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

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

Arbitration and Conciliation Act, 1996: - The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award appeals.

PART – II SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract (SCC) shall be read in conjunction with General Conditions of Contract including Contract Data and all Appendix, Instructions to Bidders (ITB) including Appendix to ITB, Notice Inviting Tenders (NIT), Bill of Quantities (BOQ), Tender Drawings, Scope of Work and Technical Specifications and other Documents as part of the Bidding Documents.

1. Structural Load Test on foundations:

The Contractor, if and as directed by the Engineer, shall perform structural load test as per procedure laid down in applicable IS Codes (failing which applicable American Codes) on the number of foundations as specified in the BOQ.

2. Difference in description of items:

In case it is found that there is difference in description of items between the Schedule of Rates (SOR) by Meghalaya PWD or Delhi Schedule of Rates (DSR) published by CPWD and the one as specified in the Bill of Quantities (BOQ) or any other part of the Bidding Document, the ones mentioned in DSR/SOR will prevail.

3. Labor:

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 Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer 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 Employer may require.

4. Compliance with labor regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made thereunder, 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. Among other things as mandated by various Acts/Rules & Regulations/Notifications, the Contractor shall provide labour hutment with proper water supply and sanitation system including toilet (water closet and bath) and kitchen facility. All labour records/registers are to be maintained at site as per norms. The same shall be made available to the

Employer as and when directed. 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, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer 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 in no case shall be treated as the employees of the Employer at any point of time.

5. 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. The Contractor shall submit Environmental Management Plan (EMP) and its monthly compliances.

Monitoring Requirement & Specifications

SN	Monitoring Requirements	Specification	Responsible agency
1	Noise levels at the construction sites (only during construction period)	Monitoring at all location's hourly basis for 24-hour period. Once every season of the year during construction period.	Contractor
2	Disposal of construction debris	Periodic inspection at sites for construction debris for safe collection and disposal to identified land fill sites.	Contractor
3	Traffic and Transportation	Measures for diverting the traffic during construction across roads adjacent to the construction site (if required)	Contractor in consultation with SSCL and Shillong Traffic Police
4	Domestic sewage and	Check for adequacy of	Contractor

	refuse management at the labour camps and construction sites	sanitation arrangements at the labour camps	
5	Water Pollution	<p>Check for:</p> <ul style="list-style-type: none"> • Blockage of flowing water which may lead to stagnation of water • Soil erosion due to construction activities leading to contamination and siltation of water bodies. • Water contamination due to use of fuel and lubricants at the construction sites. 	Contractor
6	Procurement of construction material	Check that procurement of construction materials should be only from permitted sites and quarries.	Contractor

Location of Noise monitoring shall be wherever the Contractor decides to locate the equipment yard. In case of noise levels causing disturbance to the sensitive receptors, management measures as suggested in the EMP shall be carried out.

The implementation of Mitigation Measures is the responsibilities of the Contractor /Employer. However, it may be noted that implementation of all the measures is full responsibility of Contractor. The Employer would be responsible only for monitoring/supervision/guidance, etc.

6. Safety:

The Contractor shall be responsible for the safety of all activities on the Site. The activities shall include, but not limited to, excavation, trenching, demolition, provision of scaffolding, ladder, working platforms, gangways, mixing asphaltic materials, electric arc/ gas welding, use of hoist and construction machinery etc. The Contractor shall be governed by relevant provisions of safety code and as directed by the Engineer. The contract rates shall be deemed to include all costs of compliance with safety requirements in the Specifications. The rates for all items given in BOQ shall be deemed to include all costs on account of traffic diversions (if required) and all such hidden assessment/ items, which are not listed to entire satisfaction of Engineer.

Some of the common safety rules to be followed during working are as follows:

- i. Nobody is allowed to enter at construction site without Safety Shoes.

- ii. Never enter work area without Safety helmet & chin strap in place.
- iii. No climbing/working allowed without proper safety belt above 2 m. height.
- iv. Do not exceed the speed limit 25 Kmph within Premises.
- v. No debris obstacles allowed on the roads & passages.
- vi. Do not walk on pipelines or false ceiling.
- vii. Maintain good Housekeeping at work site.
- viii. No photography/ Videography allowed without permission.
- ix. All Site supervisors & engineers must be imparted structured training on construction safety before start of the job & record to be maintained.
- x. Availability of qualified & trained Site Engineer at site during all working hours.
- xi. Site Safety training to be imparted to all workers & plan to be made to cover every worker.
- xii. Tools box talk (5-15 minutes) by supervisor prior to commencement of any job.
- xiii. All accidents / incidents (Near Miss) to be reported & investigated (formats & procedure should be submitted to the Engineer for approval).
- xiv. Daily Safety Checking by Each Site Engineer along with Safety engineer.
- xv. Weekly co-ordination meeting of all Safety engineers with the Employer's representative.
- xvi. Monthly safety meeting with Site In-charges.
- xvii. All Safety equipment must be ISI marked & checked by Safety officer before use.
- xviii. Tag system for erection & use of scaffoldings.
- xix. LPG cylinders not allowed for gas cutting.
- xx. Separate waste bins to be used for flammable & non-flammable material.
- xxi. Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
- xxii. Deployment of Safety Supervisors for every 250 workers and part thereof at work site.
- xxiii. Display of List of First Aid trained persons.
- xxiv. Testing certificates for lifting tools & tackle.
- xxv. Provision & maintenance of fire extinguishers at construction site & material stores.
- xxvi. Display of emergency telephone numbers at various locations.
- xxvii. For work in confined space use 24 V lamp fitting & use tools with air motors or electric tools with max. 24 V.
- xxviii. For confined space entry Gas test must be done before & at regular intervals.
- xxix. Checking & tag of equipment like grinding machine, welding machine, gas cutting set etc. by supervisors before use.
- xxx. All portions of the site should have sufficient level of illumination at all times.

7. Damages:

The work is in the urban area and underground utilities are already laid in the area of the project work. The Contractor will ensure that no damages are caused during

execution of work to any property, government or semi government or private. However, if during execution, any public utility services such as cables, pipes, or property (private or government or semi government etc.) such as boundary wall, gate, fencing, walls of building etc. are damaged by the Contractor or its representative, the same shall be repaired or replaced or reconstructed and shall be put into use by the Contractor at his own cost for which no extra payment shall be made by the Employer. If the Contractor does not repair or replace the damaged utility or property, the Employer may request to the line department or owner of the property to repair or replace at the risk and cost of the Contractor and the amount paid to the line department or the owner of the property by the Employer or the invoice submitted by line department or the owner of the property shall be recovered from the Contractor's RA or Final bill or from the performance security or in combination of all, as per the amount to be recovered, as the case may be.

8. Death of a Contractor:

In the case of death of a Contractor after executing / commencement of the work, his legal heir, if an eligible registered Contractor and willing can executive and complete the work at the accepted tender rates irrespective of the cost of work.

9. Establishment of Field laboratory (Clause 31 of ITB):

The Contractor shall establish the field-testing laboratory within One Month from the date of Signing of Contract agreement and/or shall make an agreement as approved by the Employer for performing the test. The tests shall be witnessed by the Employer and/or Employer's representative.

10. Defect Liability Period:

- 10.1** The Defects Liability Period is Twelve (12) months from the date of completion of the project.
- 10.2** The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.
- 10.3** The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this clause.
- 10.4** The Contractor may, with the consent of the Employer, remove from the Site any part of the work/equipment/Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.
- 10.5** If the repair, replacement, or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the

Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

- 10.6** If such part fails the tests, the Contractor shall carry out further repair, replacement, or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor. All such tests shall be carried out at the Contractor's own cost.
- 10.7** If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work with or from the third party, and the reasonable costs incurred by the Employer in connection therewith shall be recovered from the Contractor or may be deducted from any amount due to the Contractor or claimed under the Performance Security.
- 10.8** If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.
- 10.9** In addition, any such component of the Facilities and during the period of time as may be specified in the SCC shall be subject to an extended Defect Liability Period. Such obligation of the Contractor shall be in addition to the Defect Liability Period specified under this SCC Sub-Clause.

11. Project Duration

Description of Activity	Time Period
Construction	Twenty Four (24) Months from the date of issue of notice to proceed
Defect Liability Period	Twelve (12) Months from the date of issue of Completion Certificate

12. Compliance to requirements of Green Rating for Integrated Habitat Assessment (GRIHA) before, during and after construction

The Contractor shall ensure compliance with the relevant provisions of GRIHA 2015 Manual related to before, during and after construction, as instructed by the Engineer.

13. Basic conditions to be followed by the Contractor

- (i) The earth work item in BOQ for excavation of earth is for all leads, lifts and filling the same, and nothing extra will be paid on account of lead and lifts. Items given for additional lift in BOQ does not entitle the Contractor to claim the same while executing the work.
- (ii) The Contractor to arrange for emergency vehicle/staff vehicle.
- (iii) The Contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account.
- (iv) The Contractor shall make his own arrangement for water suitable for construction work as well as drinking and other purpose for the labour engaged by him for the execution of the work.
- (v) The water for construction work shall be got tested quarterly from the laboratory approved by the Engineer to ensure its suitability for construction. The charges for these tests and related arrangements shall be borne by the Contractor. In the event of water found unsuitable for construction, the Contractor shall make alternative arrangement for suitable water from any other source to the satisfaction of the Engineer.
- (vi) The Contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.
- (vii) The Contractor shall construct a sample unit complete in all respect as per the directions of the Engineer. This sample unit shall be got approved from the Engineer before commencing the mass work of plastering, flooring, finishing and fixing the fixtures without any extra cost and nothing extra shall be payable on this account.
- (viii) The Contractor shall submit to the Engineer samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
- (ix) On account of security consideration, some restrictions may be imposed by the security staff on the working and/or movement of men and materials etc. The Contractor shall be bound to follow all such restrictions/instructions and he shall organise his work accordingly. No claim on this account, whatsoever, shall be payable.
- (x) The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per the applicable Building Bye Laws of SMB or MUDA and the Contractor shall produce necessary completion certificates, wherever required, from such authorities after completion of work. If nothing is stipulated in the local Building Bye Laws, then applicable CPWD

- Specifications, failing which, applicable IS Codes (including National Building Code) will be applicable.
- (xi) Water tanks, taps, pipes, fittings and accessories shall conform to applicable Building Bye Laws of SMB or MUDA. If nothing is stipulated in the local Building Bye Laws, then applicable CPWD Specifications, failing which, applicable IS Codes (including National Building Code) will be applicable. The Contractor should engage licensed plumbers for the work and get the materials, fixtures and fittings tested by SMB/MUDA as applicable and wherever required, at his own cost and nothing extra shall be payable.
 - (xii) The Contractor shall comply with orders and directions of the local or public authority or SMB and abide by their rules and regulations and pay all fees and charges which may be liable.
 - (xiii) All the pre-construction approvals are to be obtained by the Employer. If any approvals are pending at the time of award of work, the Contractor will assist in getting clearance done from appropriate authorities. The fee for such clearances, if paid by the Contractor, (limited to statutory fee levied by the concerned public authority. Administrative expenses shall not be included in this) shall be reimbursed after production of receipt.
 - (xiv) All approvals during construction stage and commissioning phase are to be obtained by the Contractor at his own cost.
 - (xv) The Contractor shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer. Any material banned by any central/state/local public authority shall not be used in the work.
 - (xvi) The Contractor shall be required to get all the tests as per the specifications/IS codes, carried out on materials/work from an approved laboratory as per the direction of the Engineer. The testing charges and conveyance from the site shall be borne by the Contractor.
 - (xvii) In case any material/ work is found sub-standard the same shall be rejected by the Engineer and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer at the risk and cost of the Contractor without giving any further notice and time. If it is found that even after reconstruction of the material/work (i.e. after removal and again constructing it), the same is sub-standard, the Employer will have right to impose penalty as the Employer deems appropriate.
 - (xviii) The treads and risers in staircase shall be in single piece stone only, unless otherwise shown on the drawings.
 - (xix) Even ISI marked materials may be subjected to quality test at the discretion of the Engineer. Whenever ISI marked materials are brought to the site of work, the Contractor shall, if required by the Employer, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the Contractor, satisfy the provisions of relevant IS codes. The testing charges shall be borne by the Contractor. However, cement/steel will be necessarily tested before start of work and also during the execution of work as per the requirements of

- specifications and will not be used till test certificates are obtained and approved by Engineer.
- (xx) Cement bags shall be stored in separate godowns to be constructed by Contractor at his own cost as per sketch approved by Engineer with weather-proof roofs and walls. Each godown shall be provided with a single door with double lock arrangement. The keys of one lock shall always remain with authorized representative of Engineer and that of the other lock with the authorised agent of the Contractor at site of work so that the cement from the godown is removed according to daily requirement with the knowledge of both the parties and proper account of issue of cement is maintained in the Prescribed proforma.
 - (xxi) The actual issue and consumption of cement and steel on work site shall be regulated and proper accounts maintained. The theoretical consumption of cement and steel shall be worked out as per procedure.
 - (xxii) The steel reinforcement shall be stored by the Contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking at any time as and when desired by the Engineer.
 - (xxiii) The Contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The Contractor shall quote his rates for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
 - (xxiv) Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect structural members and as directed by the Engineer.
 - (xxv) The Contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared completed and accepted.
 - (xxvi) The Contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and fire fighting and if any property is damaged, by fire due to the negligence of the Contractor, the same shall be rectified by the Contractor at his own cost, to the entire satisfaction of Engineer.
 - (xxvii) The Contractor shall provide adequate lighting arrangements as approved by the Engineer for carrying out the work during night-time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Engineer.
 - (xxviii) In order to achieve the targeted date of completion the Contractor may have to work in multiple shifts, round the clock and nothing extra shall be paid on this account.
 - (xxix) The Contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be, or any other

- levies and taxes shall be borne by the Contractor. The TDS and Contract Tax or any other statutory levies/ taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.
- (xxx) For any clarification/ doubt, the Employer may organize regular meetings with Contractor. The Concerned representative of the Contractor who is aware of all the aspects of the project shall attend such meetings invariably as and when required.
- (xxxi) The Contractor shall be provided area for construction of storage/office space for his use. The space has to be maintained/constructed by the Contractor as per his usage requirements.
- (xxxii) The Contractor shall prepare and produce instruction, operation and maintenance manuals in English for the use, operation and the maintenance of the supplied equipment and installations and submit to the Engineer in (5) hard copies and the soft copy at the time of handing over. The manual shall generally consist of the following:
- a) Description of the project
 - b) Operating instructions
 - c) Maintenance instructions including procedures for Preventive maintenance
 - d) Manufacturers catalogues
 - e) Spare parts list
 - f) Trouble shooting charts
 - g) Drawings
 - h) Type and routine test certificates of major items.
 - i) One (1) set of reproducible 'as built' drawings on polyester film.
- (xxxiii) The Contractor shall employ competent fully licensed/ qualified, plumber for the work of PLUMBING/SANITARY installations in accordance with the drawings and specifications. The licensed plumber shall be available at all times at site to receive instructions from the Engineer in the day to day activities throughout the duration of execution of plumbing/ sanitary work.
- (xxxiv) On completion of the PLUMBING/SANITARY installations, a certificate shall be furnished by the Contractor countersigned by the licensed plumber, under whose direct supervision the installation was carried out. This certificate shall be in the form as required by the Engineer.
- (xxxv) All spaces allotted to the Contractor, as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer, unconditionally and without any reservation. The Engineer will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the Contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer.
- (xxxvi) It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the Contractor. Upon completion of the work or earlier

as required by Engineer, the Contractor shall vacate the land totally without any reservation.

- (xxxvii) The Contractor will arrange to erect, at his own cost, barricading as per norms of NGT/CLIENT around the infrastructure site, with entry/ exit gates at suitable points. The Contractor shall, at his own cost, provide and erect suitable fencing around the spaces allotted to him at the infrastructure sites to ensure the security of his men, materials and equipment within the sites and in relation to other Contractors who will also be allotted spaces at above sites.
- (xxxviii) The security of workmen, materials, equipment stores etc, within the area allotted to the Contractor shall be the responsibility of the Contractor.
- (xxxix) The Contractor has to get executed the works from specialized agencies for the specialized nature of works such as aluminium works, wood works, false ceiling works, flooring works, finishing items, Horticulture, electrical works, fire fighting works , interior work , structural steel work and any other specified work as decided by the Engineer. The Contractor has to obtain the approval from Engineer for execution of specified nature of work.
- (xl) The rate for Centering and shuttering shall be for all heights and levels. Nothing extra shall be paid for additional height of centering & shuttering wherever required with adequate bracing, propping etc. including its de-shuttering and de-centering at all levels even if the floor height is over 4 Mtr.
- (xli) All RCC rates are valid for all levels as specified in the BOQ.
- (xlii) Nothing extra shall be paid for the additional thickness of cement mortar bed wherever required over and above thickness mentioned in the nomenclature of various items of flooring for providing the slope and / or matching the floor levels of various type of floor finishes like ceramic/ vitrified tiles/ Kota /marble/Granite /Perquet /wooden and cement concrete flooring etc.
- (xlili) The face of gang saw cut (diamond cut) granite stone, white sand stone (Dholpur Stone) in contact with bed of cement mortar used for the items of wall lining etc. (veneering work) shall be roughened adequately to have proper bonding with backing and nothing extra shall be paid for the same.
- (xliv) The Contractor, at his own cost, shall obtain initial municipal approvals for starting the work & completion certificate of the building from the local body for occupation of the building. Similarly, the Contractor, at his own cost, shall be responsible for getting the water and sewer connection sanctioned from the concerned Local Authority. For obtaining the above completions/ clearances/ connections, the Contractor shall collect necessary drawings/ documents/ load calculations from the Employer and submit the same to the concerned authorities along with Prescribed fee (which shall be paid by the Owner or reimbursed to Contractor by the Owner) and do all necessary follow up for issue of the completion certificate / clearances/ connections at the earliest. The security deposit of the Contractor shall be released only after the completions/ clearances/ connection as above are obtained or the period Prescribed for release of Security Deposit in the tender documents whichever is later.

- (xiv) **SITE DOCUMENTS:** The following site documents shall mainly be maintained by the Contractor at site:
- a) Copy of contract documents and drawings.
 - b) Computerized bill format.
 - c) Site Order Book.
 - d) Material testing registers/ Quality Inspection Reports.
 - e) Measurement books on computerized format.
 - f) Progress bar chart.
 - g) Sample approval register.
 - h) Visitors register.
 - i) Any other detail and specific requirement as deemed necessary.
 - j) Hindrance Register
 - k) Work Diary
 - l) Stage passing Register

In case the above are not provided at site within 10 days of placement of LOI, CLIENT shall provide the same and necessary expenditure shall be deducted from the bills for documents.

- (xlv) **Design mix concrete** shall only be used for all RCC works as per IS 456, produced through Batching plant. The Contractor shall conduct the design mix of requisite grade for reinforced cement concrete work in accordance with the relevant latest IS Code at his cost from any reputed engineering institution/ IIT through the Engineer. The Contractor shall conduct and submit minimum 03 design mix test / reports from different sources of materials to the Engineer for approval. Nothing extra shall be paid for the same. Design of concrete mix is to be repeated / redone afresh as and when directed by the Engineer. Cost of admixtures to be also inclusive.
- (xlvii) Only PPC/OPC as specified by the Engineer shall be used and no blending of fly ash /secondary cementing material shall be permitted.
- (xlviii) The Contractor shall ensure that before energizing the E&M installation the inspection of the Electrical Inspector / Inspector of Electrical Machinery have carried out pre-commissioning test and shall be responsible for all safety / security aspects as per IE Rules and other rules.
- (xlix) The Contractor shall be responsible for smoke test for sewage and manhole system, hydraulic Pressure test for pipeline system, slope test for drain and sewage and other relevant tests applicable at different stages.
- (l) **Manufacturer's Warranties:**
- a) The Contractor shall ensure that all the manufacturer's warranties are made available to the Employer and the legal documentation between the Contractor and the Supplier must have a transparent pass through of the warranty benefits to the Employer as the user/maintenance Body of the Asset for the entire duration of each available warranty.
 - b) The Contractor shall provide a Warranty that the material is new and free from all defects and faults in workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings.

- c) The Contractor shall be responsible for any defects that may develop under proper use but arising from faulty materials, design or workmanship and shall remedy such defects at its own cost, or get them remedied from the supplier, when called upon to do so by the Employer, who shall state in writing in what respect the material is faulty. This warranty shall survive inspection and acceptance of material but shall expire **twenty-four months** after the date of issue of Defect Liability Certificate, except in respect of complaints notified prior to such date.
 - d) If it becomes necessary for the Contractor, or on its behalf by the supplier, to replace or renew any defective portion/portions of the material/equipment supplied in the work, the provisions above would also apply to the portion/portions of materials so replaced or renewed until the end of the aforesaid period of twenty four months, whichever may be later. If any defect is not remedied within a reasonable time, the Employer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects. However, for such components, which require immediate replacement, the Employer shall act, and the Contractor shall be required to reimburse that cost.
- (li) **Witnessing of Tests by the Engineer:** The Contractor shall make under the direction and in the presence of Engineer, such tests and inspections as have been specified or as the Engineer shall consider necessary to determine whether or not the full intent of requirements of the specifications and the other related contract documents have been fulfilled. In case the work does not meet the full intent of the specifications and the other related contract documents it shall be rectified by the Contractor at no extra cost and the Contractor shall bear all the expenses for any further tests considered necessary.
- (lii) **Inspection of materials & Equipment:** The Contractor before supplying of any materials/ equipment shall give an inspection notice well in advance for inspection & testing of the same at the manufacturing units/ shop. The expenditure on account of TA/ DA of inspecting officials of the Employer and its representatives including Consultants for the inspection of the said items shall be borne by the Contractor. However, inspection report issued by the inspecting officials representing the Employer should not be treated as a waiver of quality /performance of equipment & due quality/performance & successful commissioning of equipment is the responsibility of Contractor.
- (liii) The final bill will be submitted by the Contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:
- a) Completion certificate issued by the Employer specifying the handing over of the work.
 - b) Computerized Measurement Books.
 - c) No claim certificate by the Contractor.
 - d) 'As built' drawings and Operation and Maintenance manual
 - e) Periodical services and measurement books.

- f) Road Register.
 - g) Plant Record books.
 - h) History Sheet of Machines.
 - i) Drawings for lay out of underground cables and details showing location of sluice valve etc.
 - j) All operation and maintenance manuals.
 - k) All statutory approvals from various State/Central Govt./Local Bodies /Owner if required for completion & handover of work.
 - l) All test certificates of manufacturers and test conducted at site as well as outside agencies.
 - m) "FINAL REPORT" of the completed project containing all Pre & other related details.
- (liv) **Handing over of project:** The Contractor within 15 days from virtual completion of Project including services shall prepare a list of all inventory including fitting & fixture and submit to the Engineer and the Contractor shall be liable to maintain the building up to Defect Liability Period.

The Contractor shall certify the following:

- That all payments towards labours and suppliers have been made;
- That the site is free from all materials;
- That the site is free from all machineries and equipment; and
- That the site is clear from all debris.

If the project is not taken over by the Owner due to any reason, the Contractor shall provide necessary watch & ward at his own cost which will be reimbursed beyond DLP period till the project is handed over to the Owner.

- (lv) Along with monthly computerized running bill / final bill, the Contractor shall submit a monthly progress report showing various details, photographs of works etc. as per direction of the Engineer in two hard copies and soft copies. The Contractor shall also submit video-grapy of the site showing progress of work monthly. Please note that the running / final bill payment shall only be released after submission as aforesaid.
- (lvi) Tender drawings enclosed with the tender documents are indicatives only. However, the work shall be executed based on the good for construction drawings issued at site from time to time and nothing extra shall be paid or no claim will be entertained if any GFC drawing varies from tender drawings.
- (lvii) **Minor details of construction:** The rates quoted by the Contractor shall be deemed to cover for all the minor details / requirement of construction which may not have been specifically shown on the drawings or given in particular specifications, BOQ, but are required as per established engineering practice.
- (lviii) **Discrepancy in drawings:** The Contractor shall be responsible to ensure correlation in Structural Drawings, Architectural Drawings and Bill of Quantities, before quoting for the work and also before commencement and execution of work. In case of discrepancy, the Contractor shall bring it to the

notice of the Engineer for clarifications within 28 days of the issue of Letter of Acceptance. In the event of such discrepancy arising during the course of the work for which drawings are given after the date of issue of Letter of Acceptance, the Contractor shall seek clarifications within 14 days of receipt of such drawings. The Contractor shall take into consideration such contingencies in the completion schedule the programme of work is finalized and the Contractor shall not be eligible for any extension of time for such occurrences. The decision of the Engineer shall be final and binding in this case. The bidder is also advised to visit the site and seek clarifications before submitting his bid.

- (lix) **Documents for supply items:** For supply items in BOQ the Contractor shall submit the following documents to the Engineer:
- a) Warranty Cards.
 - b) Manufacturer's test certificate.
 - c) Any other test certificate from an external laboratory to determine the technical Specification.
 - d) Catalogues
 - e) Pollution Control Certificate.
 - f) Documents required for registration of vehicle with the local transport Authority and other interstate movement of vehicle.
 - g) List of recommended spares with specification and costs thereof.
 - h) Operation & Maintenance manuals.
- (lx) **Surveyor:** Contractor shall provide a team of skilled Surveyors for marking layout of buildings and making permanent survey pillars for individual buildings at the beginning of the work, which shall be preserved till completion of the Project. One Total Station and sufficient nos. of levelling machines shall be made available at site till completion for day to day work.
- (lxi) The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The Contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per clause of contract.
- (lxii) The Contractor shall prepare and submit shop drawings for HVAC, Fire Fighting & Fire Alarm, Structural Steel work, Aluminium Work, Structural Glazing, Electrical Work, Plumbing, etc. (and for other items as directed by the Engineer) and submit to the Engineer for approval before execution of work.
- (lxiii) The Contractor shall Prepare and submit Bar Bending Schedule to the Engineer based on Good for Construction Structural Drawings for approval before execution of work.

SECTION 5

**SCOPE OF WORK AND TECHNICAL
SPECIFICATIONS**

SECTION 6

DRAWINGS

SECTION 7

FORM OF BID

TECH FORM-1

LETTER OF TECHNICAL BID

_____ [Date]

To CEO, Shillong Smart City Limited (SSCL), Shillong

Address:

Office of the Shillong Smart City Limited
House No. C/B-037, Top Floor,
Centre Nongrim Hills, Near JJ Cables,
East Khasi Hills District, Meghalaya - 793003

Description of the Works: Construction of a Commercial Complex at Polo, Shillong

I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, Scope of Work & Technical Specifications, Drawings, Bill of Quantities and Addenda for:

We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

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 confirm that this Bid complies with the Bid validity and Earnest Money Deposit required by the bidding documents and specified in the Appendix to ITB.

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Authorized Address of communication:

Telephone No(s):

(Office): _____

Mobile No. : _____

Facsimile (FAX) No.: _____

Electronic Mail Identification (E-Mail ID):

TECH FORM-2

BIDDERS INFORMATION SHEET

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>*Enclose the copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above.</p> <p><input type="checkbox"/> 3. In case of JV or Consortium or Association, relevant Agreement.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above.</p>	

Each member of a JV or Consortium or Association must fill in this form

For brevity, only JV is mentioned below

JV Information	
Bidder's legal name	
JV Partner's legal name	

JV Information	
JV Partner's country of constitution	
JV Partner's year of constitution	
JV Partner's legal address in country of constitution	
JV Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p>*Enclose the copies of the following original documents.</p> <ul style="list-style-type: none"><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above<input type="checkbox"/> 2. Authorization to represent the firm named above.<input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law.	

TECH FORM-2A

JV AGREEMENT

Joint Venture Agreement (similar Consortium Agreement/ Association Agreement to be signed in case of a Consortium/ Association)

(On Rs. 200/- Non-judicial Stamp Paper)

Memorandum of Understanding for

JOINT VENTURE

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ----- ("Effective Date").

BETWEEN

M/s. _____, a company incorporated, and having its registered office at _____.

(Hereinafter referred to as the "**First Party**" / "**Lead Partner**");

M/s. _____) a company incorporated, and having Registered office at _____.

(Hereinafter referred to as the "**Second Party**" / "**Other Partner**");

Hereinafter jointly referred to as the "**Parties**" and individually as "**Each Party**" or "**a Party**" as the case may be.

WHEREAS,

A) **SHILLONG SMART CITY LIMITED, Shillong, Meghalaya (hereinafter referred to as the SSCL or procuring entity) invited bid for "Construction of a Commercial Complex at Polo, Shillong, East Khasi Hills District, Meghalaya"**

(B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the "**JV**") to jointly execute the above project in all respect

NOW THEREFORE IT IS HERE BY AGREED as follows

ARTICLE 1: JOINT VENTURE:

1.1. The Parties hereto agree to form the Joint Venture with _____ designated as the **One Partner and First Partner**.

1.2. _____ shall be the **Second Member – or Second Partner**

ARTICLE 2: JOINT VENTURE NAME:

2. The JV shall do business in the name of " _____ **Joint Venture**".

ARTICLE 3: JOINT AND SEVERAL LIABILITY:

3. The Parties hereto shall, for the above-referred Projects, be jointly and severally liable to the Employer for the execution of the Project in accordance with the Contract till the actual completion of Contract including Defect Liability Period and operation & maintenance as per bid conditions.

ARTICLE 4: PROPORTIONATE SHARE:

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Lead Partner:

Financial responsibility: -----

Physical responsibility: -----

Other Partner:

Financial responsibility: -----

Physical responsibility: -----

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the Contract shall be shared or borne by the Parties in the above Proportions.

4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

5.1 The Parties shall participate as a JV in the submission of bids and further negotiations with the Employer and shall co-operate and contribute their respective expertise and resources to secure and execute the Projects.

5.2 On award of Projects, the First Partner in consultation with the other member of JV will decide on the final management structure for the successful execution of the Projects as per the terms of Contract.

5.3 All the Parties hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the Projects, including commissioning as stipulated in the contract. The share of interest of the JV shall be as per the mutual understanding for the successful completion of the project.

ARTICLE 6: EXCLUSIVITY:

6.1 The co-operation between the Parties hereto shall be mutually exclusive i.e. none of them shall without the other Party's consent & prior approval of SSCL, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is

hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

ARTICLE 7: MEMORANDUM OF UNDERSTANDING:

7.1 This **Memorandum of Understanding** shall be terminated:-

a. if the **Parties** mutually confirm that the **JV's** bid proposal has not been finally accepted by Employer and all rights and obligations of the **Parties** under or in connection with this **Memorandum of Understanding** have ceased, or

b. after successful completion of the project including commissioning and defect liability period from the date of this **Memorandum of Understanding** unless extended for a further period on demand of **SSCL** & mutual consent of the Parties, or

7.2 The **Memorandum of Understanding** can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning of Plant or to make this agreement more meaningful to suit the requirements of Employer **after the consent of the Employer**.

ARTICLE 8: ARBITRATION:

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of _____ & _____. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the _____ and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be _____.

ARTICLE 9: GOVERNING LAWS:

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the _____ Laws.

ARTICLE 10: CONFIDENTIALITY:

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

ARTICLE 11: ADDRESS OF CONSORTIUM:

Any and all correspondence from the Employer to the JV shall be addressed to _____ (name of JV) at the address stated herein below (address of the Lead Partner). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.

The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address (name of JV)

ARTICLE 12: AUTHORIZED REPRESENTATIVE:

The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

Authorized Representative of JV: _____

ARTICLE 13: ASSIGN ABILITY:

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

ARTICLE 14: INTERPRETATION OF HEADINGS:

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

ARTICLE 15: OTHERS

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by
For and on behalf of (_____)

in the presence of
Name:
Designation:

Name:
Designation:

Signed by
For and on behalf of (_____)

in the presence of
Name:
Designation:

Name:
Designation:

TECH FORM-2B

POWER OF ATTORNEY

POWER OF ATTORNEY BY THE JV MEMBER (*Similar in case of a Consortium/ Association)

(On Rs 200/- Non-judicial Stamp Paper)

To know all men by these presents that we parties whose details are as follows;

1. M/s _____, having its registered office at _____ (hereinafter referred as “___”, which the term unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its _____

2. M/s _____, having its registered office at _____ (hereinafter referred as “___”, which the term unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its _____

Have entered into a JV agreement for the purpose of tender for _____ vide tender No: ___ and with our principal place of business at _____ herein after referred as "___", which the term unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns)

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint "_____", who is the lead member of the JV as our duly constituted Lawful Attorney (hereinafter referred as "Lead Partner" or “Lead Member”) to exercise all or any of the powers for and on behalf of the JV Members in regards to the Tender No. _____, the bids for which have been invited by the Shillong Smart City Limited (herein after referred to as "SSCL")

- a) To submit proposal and participate in the above-mentioned bid of SSCL on behalf the “JV”.
- b) To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the above-mentioned bid and to sign the Contract with SSCL for and on behalf of the “JV”.
- c) To do any other act or submit any document related to the above.
- d) To receive, accept and execute the contract for and on behalf of the “JV”.
- e) To authorise any person, employee or otherwise to represent the Lead Member and JV for doing the aforesaid.
- f) In the event of an order placed on the JV the work shall be executed as per the terms and conditions of the Work Order or Letter of Acceptance issued and the Agreement executed between SSCL and the JV.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between the JV and Shillong Smart City Limited, if tender is awarded in favour of the JV.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Lead Member and its authorised person/s pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Lead Partner shall always be deemed to have been done by us.

IN WITNESS THEREOF, the Members constituting the JV as previously mentioned have executed these presents on this ___ day of ___ 20__ under the Common Seal(s) of their companies.

For _____

For _____

Authorized Signatory

Authorized Signatory

Format for Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the Bid for "Construction of a Commercial Complex at Polo, Shillong" under Smart City Mission including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to SSCL, representing us in all matters before SSCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SSCL in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with SSCL.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF, 20**

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Witness:

1.

2.

Notarized Accepted

Signature of the Applicant

(Signature, name, designation and address)

Bid for "Construction of a Commercial Complex at Polo, Shillong" under Smart City Mission.

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

TECH FORM-3

FINANCIAL CAPACITY

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

SN	Description	Financial Data for Latest Last 3 Financial Years (Indian Rupees)		
		FY 2016-17	FY 2017-18	FY 2018-19
1	Total Assets			
2	Current Assets			
3	Total external Liabilities			
4	Current Liabilities			
5	Profits Before Taxes			
6	Profits After Taxes			
7	Net Worth = (1-3)			
8	Working Capital = (2-4)			
9	Annual Turnover			

*Enclose the copies of financial statements (balance sheets including all related notes, and income statements) for the last THREE years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the legal entities comprising the Bidder or partner to a JV or Consortium or Association, and not sister or parent companies, subsidiaries or affiliates.
- Financial statements must be audited by a certified accountant.
- Financial statements must be complete, including all notes to the financial statements.
- Financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).

TECH FORM - 4

AVERAGE ANNUAL CONSTRUCTION TURNOVER

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

Annual Turnover Data for the Last 3 Years (Civil Construction works only)			
Year	Amount Currency	Exchange Rate	INR Equivalent
FY 2018-19			
FY 2017-18			
FY 2016-17			
Average Annual Construction Turnover for the Last 3 Years			

The information supplied should be the Annual Turnover from Construction Activities of the Bidder or each member of a JV or Consortium or Association in terms of the amounts billed to Clients for each year for work in progress or completed, converted to INRs at the rate of exchange at the end of the period reported.

TECH FORM-4A

AVAILABILITY OF FINANCIAL RESOURCES

Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial resources (means other than any Contractual advance payments), available to meet the financial resources requirements. Each Bidder or member of a JV or Consortium or Association must fill in this form.

Financial Resources		
SN	Source of financing	Amount (INR equivalent)
1		
2		
3		

Note:

- i. The bidder shall provide supporting documents like letter from the Banks for the revolving line of credit facility etc. specific to the project if applicable for its declared availability of financial resources.
- ii. Bidder shall provide details on available credit facility from each source of financing after utilizing the commitments.

TECH FORM-4B

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

This is to certify that M/S ----- is a reputed company with a good financial standing.

If the contract for the work, namely, _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank -----

Stamp of the Bank

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

TECH FORM - 5

CURRENT CONTRACT COMMITMENTS / WORKS IN HAND

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

Description of Work	Place & State	Contract No. & Date	Name and 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
1	2	3	4	5	6	7	8

TECH FORM-6

BIDDING CAPACITY INFORMATION & DECLARATION

(To be submitted by bidder through affidavit)

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 works	Place & State	Contract No.	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
1	2	3	4	5	6	7	8

**Attach certificate(s) from the Engineer(s)-in-Charge*

(B) Works for which bids already submitted:

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

TECH FORM - 7

GENERAL CONSTRUCTION EXPERIENCE

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

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name; Name and Address of Employer; and Brief Description of the Works Executed by the Bidder	Role of Bidder

TECH FORM – 7A

SPECIFIC CONSTRUCTION EXPERIENCE

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No. of	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Sub-Contractor
Total Contract Amount (Rs. Lakhs)	Equivalent INR.....		
If partner in a JV or Sub-Contractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Clause 4.2(c) of ITB			

Copy of Work Order and Agreement, Completion Certificate in support of above experience shall be furnished by the Bidder.

Only details of "completed works" as defined in this Bidding Document are to be provided.

TECH FORM – 8A

SITE ORGANIZATION

(Bidder shall insert the Site Organization information)

The Bidder shall supply a table of personnel and a chart showing the proposed organization to be established for (i) carrying out the construction works during all phases of works included under this Contract package like mobilization; construction; supply and installation of relevant items; commissioning; repairing during Defect Liability Period; health, safety and environment management, etc.).

TECH FORM – 8B

METHOD STATEMENT

(Bidder shall insert the Method Statement complying with the following)

1. The bidder is required to submit Approach and Method Statement for carrying out all the activities under this project.
2. The activities for methodology shall also include following:
 - a. Bidder's assessment of site, availability of construction materials, labour, etc.;
 - b. Surveys/Investigations that the Bidder feels necessary, in addition to the ones that have been carried out already by the Employer;
 - c. Preparation of phasing of works;
 - d. Construction Methodology for various works;
 - e. Implementation schedule as per scope of works;
 - f. Proposed Safety Plan / safety measures to be put in place;
 - g. Proposed mechanism to protect environment;
 - h. Preparation of "as-built" drawings;
 - i. Preparation of Operation & Maintenance Manual; and
 - j. Any other activity.

TECH FORM – 8C

MOBILIZATION SCHEDULE

(Bidder shall insert the Mobilization Schedule)

The Bidder shall submit mobilization and de-mobilization schedule of personnel and equipment/machineries in detail for all phases of works. The mobilization schedule should include mobilization of skilled and unskilled manpower, different machineries and equipment, materials, as required in each Phase.

TECH FORM – 8D

WORK PLAN AND CONSTRUCTION SCHEDULE

(Bidder shall insert the Work Plan and Construction Schedule)

The Bidders will submit detailed Work Plan as part of Technical Bid covering all sections of work to achieve key milestones of sectional and full work.

The Bidder shall prepare and submit overall construction schedule. The construction schedule shall be designed and documented in a series of tasks and task assignments complete with projected completion target dates with the aid of computer operated management software like Microsoft Project, Primavera or latest by using Gantt charts and PERT diagrams to allow all actors to know their contribution towards fulfilling the Employer's Requirement.

TECH FORM – 8E

EQUIPMENT

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Clause 4.4(c)(i) of ITB. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information will be provided for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Item of Equipment	Requirement			Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition	

TECH FORM – 8F

PERSONNEL

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Clause 4.4(c)(ii) if ITB. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name

TECH FORM – 8F(i)

RESUME OF PROPOSED PERSONNEL

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

TECH FORM – 9

PENDING LITIGATIONS

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

Pending Litigation			
<input type="checkbox"/> No pending litigation and arbitration in accordance with Clause 4.2(J) of ITB.			
<input type="checkbox"/> Below is the description of all Pending litigation and arbitration involving the bidder (or each JV member if Bidder is a JV member) in accordance with Clause 4.2(J) of ITB			
Year & Client	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

TECH FORM – 10

FORMAT FOR DECLARATION BY THE BIDDER FOR NOT BEING BLACKLISTED / DEBARRED

(To be submitted on the Letterhead of the Bidder)

(To be provided by Lead Member/Partner and all members of Consortium in separate letters)

Date: dd/mm/yyyy

To

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: XX

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, SSCL reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address:

TECH FORM – 11

INTEGRITY PACT

To

The Chief Executive Officer,
Shillong Smart City Limited (SSCL)
Shillong, Meghalaya.

Sub: Submission of Tender for the work of Construction of Commercial Complex at Polo, Shillong.

Dear Sir,

I/We acknowledge that Shillong Smart City Limited (SSCL) is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by SSCL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, SSCL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and signatory competent / authorized to sign the relevant contract on behalf of SSCL

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on this day of..... 20

BETWEEN

Shillong Smart City Limited (SSCL) represented through the Chief Executive Officer, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(*Name and Address of the Individual/firm/Company*) through (*Details of duly authorized signatory*) (Hereinafter referred to as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (Tender No) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any

Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer of Meghalaya and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government /Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to

quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the Contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or Terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or

Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors or their Associates involved in the Project

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all their Associates engaged by them and involved in the Project, if applicable, a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-Contractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is Shillong, Meghalaya.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a Joint Venture or Consortium or Association, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed

by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1

(signature, name and address)

2

(signature, name and address)

Place:

Dated _____ :

FIN FORM – 1

LETTER OF FINANCIAL BID

[to be submitted in Financial Bid Envelope]

Dated:

To,

The Chief Executive Officer,
Shillong Smart City Limited (SSCL)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued;
- (b) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works: Construction of a Commercial Complex at Polo, Shillong, East Khasi Hills District, Meghalaya, India.
- (c) The total price of our Bid, is: _____
- (d) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

OTHER FORMS

FORM OF BID SECURITY

(Bank Guarantee)

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary:

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ (name of Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid / Letter of Technical bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of JVA comprising all partners to the Joint Venture that submits the bid.]

**FORM PRE-BID:
FORMAT OF SENDING PRE-BID QUERIES**

NIT Reference No: XX

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
SN	Clause No.	Page No.	Content of Bid document Requiring Clarification	Change Requested/ Clarification required
1				
2				
3				
4				
5				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Word / Excel for making consolidation process easy.

SECTION 8

Bill of Quantities

Preamble to Bill of Quantities

1. The Bill of Quantities (BOQ) shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Scope of Work and Technical Specifications and Drawings.
2. The quantities given in the BOQ are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Employer's Representative, and valued at the rates and prices bid in the priced BOQ, where applicable, and otherwise at such rates and prices as the Employer's Representative may fix within the terms of the Contract.
3. The rates and prices in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labour, supervision, materials, surveying, setting out, erection, maintenance, all lead and lift, insurance, profit, taxes (except GST), and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. General directions and descriptions of work and Materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
5. Works itemized in the BOQ will be subject to measurement. Such measurement will be in the unit of measurement shown the BOQ and payment shall be made on the measured quantities. The method of execution and measurement of completed work for payment shall be in accordance to the respective procedures provided in the Technical Specifications or Special Conditions of Contract under this Contract and in the absence of which shall be in accordance to the relevant BIS Standard and Standard Specification of the State of Meghalaya or Standard Specification published by the Central Public Works Department, Government of India as the case may be.
6. Rock is defined as all material that, in the opinion of the Employer's Representative, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake horsepower (BHP) with a single, rear-mounted, heavy-duty ripper.
7. All defective works are liable to be demolished, rebuilt and defective materials replaced by the Contractor at his own cost and time.
8. In view of the site location and their prevailing condition, it is mandatory for the Contractor to visit the site and make himself thoroughly familiar with the site

conditions, access and account for all possible difficulties and other requirements mentioned elsewhere in his bid prior to submission. When a Contractor submits his bid for this work, it will be considered that he has quoted for this work with full and complete knowledge of the site and prevailing conditions, and no claim for additional compensation shall be entertained on this account.

9. Description of items in this BOQ is by itself not complete, and for a full description the BOQ should be read together with the Technical Specifications and Drawings. Rates quoted in the BOQ are deemed to have included all aspects covered in the Preamble and Technical Specifications, and all features and details shown in the Drawings.
10. The Bidder shall, in the course of studying the bid document, point out all his/her remarks on the documents and make all his/her queries to the Employer who will study these remarks and clarify any discrepancy between the Bidding Documents.
11. Submissions shall be strictly in accordance with the documents and shall not be qualified in any way. The Bidder shall not alter the text of the BOQ.
12. Extra and excess items of work shall not vitiate the Contract. The Contractor shall be bound to execute extra items of work as directed by the Engineer. The rates for extra items will be as per rates decided under Contract Conditions.
13. The Bidder shall satisfy himself/herself as to the meaning of every item in the BOQ. The rates and prices inserted in the BOQ by the bidder shall be deemed to cover all costs, taxes (except GST), customs and import duties, levies, profits, risks, liabilities, insurance and obligations set forth or implied in the bid including, but not limited to the following:
 14. All labour and Materials including consumables;
 15. All temporary work of every description required including over ground pumping and other requirements to avoid disruption to the service whilst maintenance or repair work is carried out;
 16. The provision and use of all equipment, tools and Plant of every kind, whether mechanical or non-mechanical, required for the expeditious carrying out of the Works in their proper sequence;
 17. Provision for scaffolding, staging, guard rails, temporary stairs, temporary access during execution, approach roads up to the Site for the movement of vehicles, and heavy excavation machinery with supporting transport facility;
 18. Provision for excavation, back-filling, bringing to the Site extra fill for back-fill, making good and reinstating surfaces, disposing of surplus material, dealing with all ground water and wastewater flows, and for work in close proximity to other utility apparatus including protecting that apparatus;
 19. Provision for work on corridors such as traffic control measures, safety barriers, obtaining any approvals and permits from authorities, and reinstatement of surfaces;
 20. Cooperation and coordination of the work with related authorities, other Contractors and utilities, including obtaining their permission before starting the related Works if required; and

21. Providing security arrangements to guard the Site and premises at all times and to maintain strict control on the movement of Materials and labour until the completion of the work.
 22. The serviceable materials, recovered while shifting of utilities as ascertained by the Engineer, shall be deposited at designated store yards or as directed by the Engineer. No payment shall be made to the Contractor in this regard.
 - 23.
 24. All rules and regulations of the labour department, contract labour Laws, provident fund and employee state insurance and connected Laws, and all other Laws of the land are to be complied with by the Bidder within the quoted rates.
 25. Contractor shall make arrangements for required space for construction of, office and stores at suitable locations. No land will be provided by the Employer to the Contractor for constructing any structure for his labour, workman and supervisory camps, un-authorized hutments, at the Site or within the premises. The Contractor shall make his/her own arrangements for the same outside the premises/boundary. These, if any, shall be with the knowledge of and prior approval of the Employer's Representative.
2. Metric System and Abbreviations
- a. Millilitre -ml
 - b. Million Litres per Day- mld
 - c. Million Litre -ML
 - d. Litre- ltr
 - e. Linear meter -m
 - f. Gram -gm
 - g. Square metre -m²
 - h. Cubic metre -m³
 - i. Number- No.
 - j. Kilogram- kg
 - k. Lump Sum- LS
 - l. Indian Rupees -Rs
 - m. Millimetre -mm
 - n. Square Centimetre- cm²
 - o. Square Millimetre -mm²

SECTION 9

FORMAT A: LETTER OF ACCEPTANCE (LOA)

To,

M/s.....

.....

.....

This is to notify you that on behalf of the Employer, the Chief Executive Officer, Shillong Smart City Limited has accepted your Bid dated for Construction of a Commercial Complex at Polo, Shillong, East Khasi Hills District, Meghalaya for the Contract Price of Rs..... (Rupees.....only) is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, in the form detailed in Cl.32 of ITB for an amount of Rs..... (Rupees.....) within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period (i.e. up to) and sign the contract, failing which action as stated in Cl. 33.3 of ITB will be taken.

Yours faithfully,

Chief Executive Officer
Shillong Smart City Limited

No. & Dated as above

FORMAT B

ISSUE OF NOTICE TO PROCEED WITH THE WORK

LETTER NO.....

DATED.....

To,

.....
.....
.....

Dear Sir,

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 32.1 and signing of the contract for the Construction of a Commercial Complex at Polo, Shillong, East Khasi Hills District, Meghalaya, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully

Chief Executive Officer
Shillong Smart City Limited

FORMAT C

DRAFT AGREEMENT

This agreement, made the day of of 2020 between
Chief Executive Officer, Shillong Smart City Limited (hereinafter called “the Employer”) of
the one part, and

..... [Name and address of Contractor/JV or
Consortium or Association] (Hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute the Work of
.....Shillong (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 cost of Rupees.....
(Rs.....only)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions 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) Special Conditions of contract and General Conditions of Contract;
 - vi) Scope of Work and Technical Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

FORMAT D

BANK GUARANTEE FOR ADVANCE PAYMENT

To

Chief Executive Officer,
Shillong Smart City Limited
Shillong, Meghalaya

Gentlemen:

In accordance with the provisions of the General Conditions of contract, clause 45 ("Advance Payment") of the above-mentioned Contract, _____ [name and address of Contractor, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee] _____ [in words].

We, the _____ [bank or financial institution] as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in _____ the amount not exceeding _____ [amount of guarantee]⁹.

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

⁹ An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment and denominated in Indian Rupees.

FORMAT E

PERFORMANCE BANK GUARANTEE

To,
Chief Executive Officer,
Shillong Smart City Limited
Shillong, Meghalaya

WHEREAS _____ [Name and Address of Contractor, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (Hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [Name of Contract and brief description of Works] herein after 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 Nationalized 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] _____ [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] as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway 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 a date 45 days after the expiry of defect liability period of 5 years after intended completion date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____