

**Government of Meghalaya  
Public Health Engineering Department**



**Turnkey Contract for**  
Providing additional Water Supply from  
Ka Riat Tynrah Spring Source to  
Block I, Block II & Block III of Lawsohtun, East Khasi Hills

**Bid Document**

(Invitation, References & Information, Instructions to Bidders, Conditions of contract,  
Special condition of contract, etc.. )

Executing Agency  
**Meghalaya State PHED**

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**Government of Meghalaya  
Office of the Chief Engineer, PHE.,  
Meghalaya, Shillong**

No. CE/PHE/TB:100/2019-20/05

Dated the 25<sup>th</sup> June 2020

**Invitation To Bid**

Meghalaya PHED invites Sealed Tenders in Two Parts Bid Systems for for Providing additional Water Supply from Ka Riat Tynrah Spring Source to Block I, Block II & Block III of Lawsotun, East Khasi Hills from Reputed Companies, Registered Class-I Contractors of PHE Department, Meghalaya having past experiences in executing water supply systems and having required expertise and resources at their disposal on Turnkey Basis inclusive Supply and fittings of various Pipes & Fittings.

Bidding Document and other details will be available at the Website of PHED i.e. <http://megphed.gov.in> from 06.07.2020. Last date for submission of Bidding Documents is upto 1:00 PM on 31.07.2020.

  
25/6/2020  
Addl. Chief Engineer, PHE.,  
Zone-I, Meghalaya, Shillong.

Memo No. CE/PHE/TB-100/2019-20/05-A

Dated Shillong the 25<sup>th</sup> June 2020

Copy to :

1. The Principal Secretary to the Government of Meghalaya, PHE Department for favour of information.
2. The Resident Commissioner, Meghalaya House, New Delhi/Kolkata for favour of information and wide publicity.
3. The Director of Information and Public Relation, Meghalaya, Shillong for information and necessary action. The Notice for Invitation to Bid may be got published on one issue of 2 (Two) leading National Daily and 3 (Three) leading Local Daily preferably in 1 (One) English, 1 (One) Khasi & 1 (One) Garo Daily. 4 Copies of the Notice for Invitation to Bid are enclosed herewith.
4. The SIO, NIC for information with a request for hoisting the Quotation in the Meghalaya website.
5. The Superintending Engineers, (PHE), GS Circle Shillong for information and necessary action.
6. The Executive Engineer (PHE) GSWS Division No. I, Shillong/GSWS Division No-II, Mawphlang; /Investigation Division, Shillong; Electrical Division, Shillong/Mawphlang/Jowai; for information and necessary action.
7. Notice Board.

  
25/6/2020  
Addl. Chief Engineer, PHE.,  
Zone-I, Meghalaya, Shillong.

**Government of Meghalaya  
Office of the Chief Engineer, PHE.,  
Meghalaya, Shillong.**

No. CE/PHE/TB-100/2019-20/06

Dated Shillong the 25<sup>th</sup> June 2020

**Detailed Notice Inviting Tender**

**1.** Meghalaya PHED invites Sealed Tenders in Two Parts Bid Systems for Providing additional Water Supply from Ka Riat Tynrah Spring Source to Block I, Block II & Block III of Lawsohtun, East Khasi Hills from Reputed Companies, Registered Class-I Contractors of PHE Department, Meghalaya having past experiences in executing water supply systems and having required expertise and resources at their disposal on Turnkey Basis inclusive Supply and fittings of various Pipes & Fittings.

**Scope of work :** The work under this tender envisages Survey, Engineering, Design and Construction of Intake Structure, Sedimentation Tank, Construction of Slow Sand Filter, Clear Water Reservoir, Laying of 100mm dia. DI Gravity Main, Laying of 60mm dia. GI Feeder Main, Laying of 40mm dia. Distribution Mainline, Construction of Main Reservoirs at Lawsohtun Block VI & Zonal Reservoirs at Lawsohtun Block I, II and III including appurtenant works all complete.

The above scope of work(s) is indicative only. The detailed scope of work and the terms & conditions has been specified in the Bid Documents, which are available for sale as per the details given below:

Sale of Bidding documents	10.07.2020 to 30.07.2020 (between 10:00 hrs. to 14:00 hrs. on all working days)
Cost of Bid Document	` 5,000.00
Value of non-refundable Court Fee Stamp	` 3,000.00
Approximate value of work	` 294.38 Lakhs
Time of Completion	24 months

**2.** Bidding Documents are non transferable and can be obtained by the interested parties or their authorized representatives on submission of a written application and on payment of non-refundable specifies amount. Issuance of Bidding Documents, however, shall not automatically mean that such party(s) fulfills/meets the qualifying requirements.

**3.** The detailed Qualifying Requirement (QR) are given in the Bidding Document. The complete bidding documents are available at website of PHED i.e. <http://megphed.gov.in>. Interested parties can download the bidding documents and commence preparation of bids to gain time. However, they will be required to purchase the bidding documents (for submission of the Bid), which will be duly authenticated by the Officials issuing the documents. In case of any discrepancy between the documents downloaded by the prospective bidder and the Bid Documents (hard copy) issued by the PHED Officials, the latter shall be prevail.

4. Bid must be delivered at the Address mentioned at Para 8 below. Bids will be received and opened in presence of 'Bidders' representatives who choose to be present, as per following schedule.

Last date and time for submission	31.07.2020 at 13:00 Hrs.
Bid opening date and time	31.07.2020 at 15:00 Hrs.

5. The bid must be accompanied by a bid security of the amount specified above in a separate sealed envelope without which the bid shall be returned to Bidder unopened.

Bid Security	6.00 lakhs
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6. The successful bidder will be required to furnish a Contract Performance Guarantee for ten percent (10%) of the total contract price on award of the contract.

7. PHED will not be responsible for misplacement/delay in receipt of either request for issuance of Bidding Documents or Bids sent by post.

8. All correspondence/communication including those pertaining to purchase of Bidding Documents and submission of bids with regards to the above shall be made at the following address.

**Addl. Chief Engineer, PHE.,  
Zone-I, Meghalaya, Shillong  
Administrative Building,,  
Lower Lachumiere,  
Shillong : 793 001, Meghalaya**

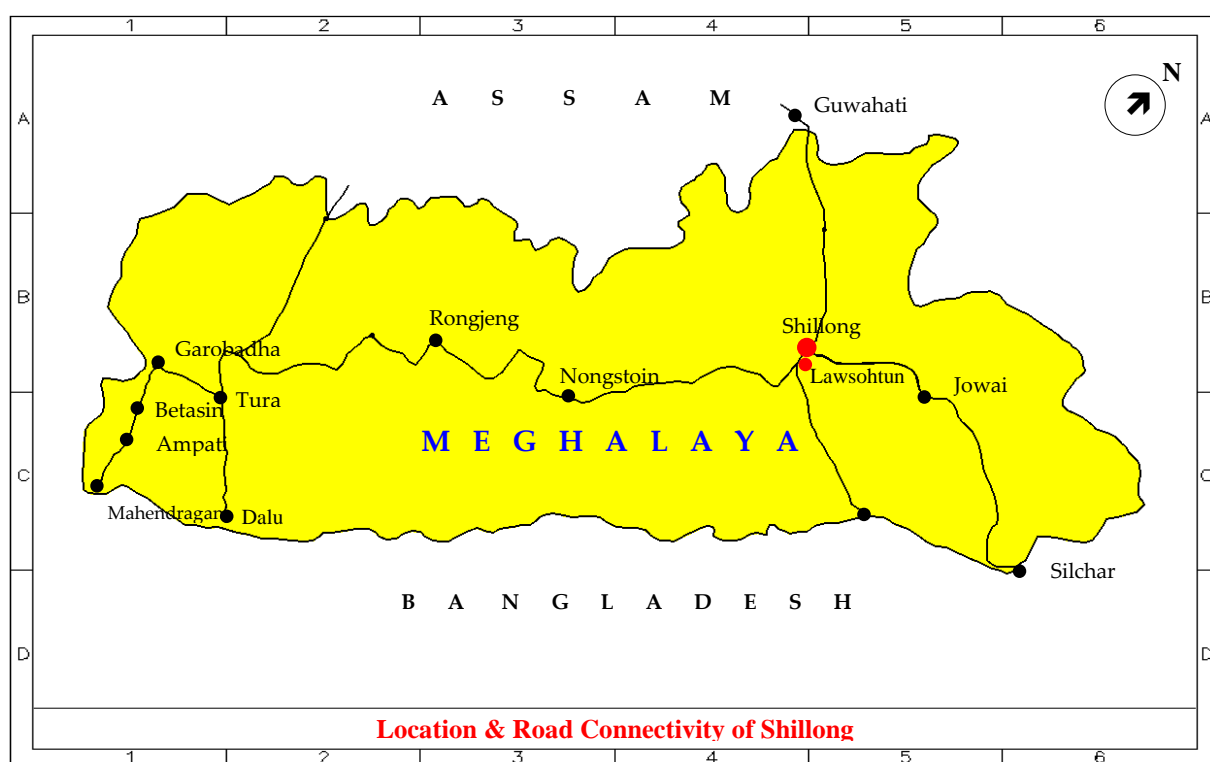
9. PHED reserves the right to cancel/withdraw the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of PHED consequently.

## Section : II

### Reference and Information (RAI)

#### 1. Introduction.

1.1 The Project Area is situated in East Khasi Hills District under Myllem C&RD Block at an approximate distance of about 44 Kms away from Shillong, the capital of the State of Meghalaya via NH-44.



#### 2. Providing additional Water Supply from Ka Riat Tynrah Spring Source to Block I, Block II & Block III of Lawsotun, East Khasi Hills.

2.1 The Project is funded under NABARD Loan and is intended to cater water supply to Block I, II and III of Lawsotun. The source of the Project is a Spring called 'Ka Riat Tynrah'.

2.2 The Scheme is a Gravity Fed Scheme envisages supply of water from the Ka Riat Tynrah to the Water Treatment Plant and Treated Water shall gravitate to different Zonal / Clear Water Reservoir / Service Reservoirs whereafter, water shall be distributed to consumers through a network of Distribution System.

### **3. Climate.**

3.1 The Climate conditions in Meghalaya in general is mild in summer and rather extreme cold in winter. The average of the maximum daily temperature during the hottest month of July is about 28°C and average of the minimum daily temperature during the coldest month of January is about 3°C.

3.2. The region is influenced by the North East monsoon current. The monsoon season in the project area is confined to 6 months from May to October. The area does not received any snowfall. The average annual rainfall is 3509mm.

## **Section : III**

### **Instruction to Bidders (INB)**

#### **A. Introduction.**

##### **1. Eligible Bidders.**

1.1 This Invitation for Bids is open to all eligible bidders. Payments will be made only in Indian Rupees.

1.2 All bidders shall provide in Section IV, Forms of Bid and all Qualification Information required under this contract.

1.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-clause 37.1.

##### **2. Qualification of the Bidder.**

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

2.2 All bidders shall include the following information and documents with their bids in Section IV :

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid.
- (b) total monetary value of construction work performed for each of the last three years;
- (c) experience in works of a similar nature and size for each of the last three years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) major items of construction equipment proposed as well as readily available to carry out the Contract;
- (e) major items of laboratory equipments proposed & readily available for setting up of laboratory at the site for soil testing, concrete testing and other essential materials testing in line with design requirement including readily availability of survey equipments like digital total stations, GPS etc .



- (f) qualifications and experience of key site management and technical personnel proposed for the Contract and number of labourers proposed to be employed for the work.
- (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last 3 (three) years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- (k) proposals for subcontracting components of the Works which in aggregate add to more than 20 percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (l) the proposed methodology and program of construction including Environmental Management Plan, 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.

(m) **Ductile Iron Pipes**

Ductile Iron Pipes conforming to IS : 8329 (with latest amendment, prevalent at the time of execution) for water with Socket & Spigot ends and push-on-joints in standard working lengths of 5.5m/6.0m of requisite pressure Class (K-9 & K-7), suitable for Push-on-joints (Rubber Gasket Jointing) with cement mortar lining inside the pipes (with Portland cement conforming to IS:8112) and Zinc coating with a finishing layer of Epoxy Resin (Blue Epoxy) on external surfaces manufactured by only Approved Original Manufacturer of the Country having proven track record of at least 10 (Ten) years manufacturing experience of DI Pipes & 8 (Eight) years of satisfactory performance in Indian Water Supply Projects. All Ductile Iron Specials viz., Bend, Tee, Reducer, Enlarger, Flanged Spigot/Spigot, Collar, End, End Cap etc., should also be supplied by the manufacturer of the Pipes. An Authorization Letter from the Original Pipe Manufacturer must be enclosed with the Tender. Authorization Letter should be valid for the entire period of execution of the order failing which Bid shall not be considered for evaluation and offers shall be rejected straightway.

Each pipe shall have as cast or stamped or legibly and indelible painted. The marking shall show the following: (i). The manufacturer's Name or Trademark; (ii). The nominal diameter of Pipes; (iii). Year of Manufacture; (iv). Batch number; (v). Class of Pipes; (vi). ISI certification mark on pipe; (vii). Any important information that the Manufacturer deems fit to be inscribed on pipe & (viii) Name of Owner (PHED, Meghalaya).

Contractor has to arrange for submission of the Manufacturer's test certificate of all pipes and fittings to be used in the proposed Scheme and obtain approval of the Department prior to procurement and use in the Project.

IS: 8329 – 2000	Centrifugally cast (spun) Ductile Iron pressure pipes for water, gas and sewage - Specification
IS: 5382 - 1985	Specification for Rubber sealing rings for gas mains, water mains and sewers.
IS: 3400	Methods of test for vulcanized rubbers (Part 1- 23 - latest revisions)
IS: 13655 – 1993	Guidelines for Heat Treatment of Cast Iron.
IS: 1500 – 2005	Methods for brinell hardness test for metallic materials.
IS: 9523 – 2000	Ductile Iron fittings for pressure pipes for Water, Gas & Sewage – Specification.
IS: 12288 – 1987	Code of practice for use and laying of Ductile Iron Pipes.
IS: 2062 – 1999	Steel for General Structural purposes – Specification.

#### (n) Galvanised Iron Pipes and Fittings

Galvanized Mild Steel Tubes (continuous welded), Electric Resistance Welded (ERW), High Frequency Induction Welded (HFIW), Hot finished Welded (HFW), Type Screwed at both ends to I.S. 554/85 for pipe threading suitable for water application, socketted on one end with ERW socket and the other end protected with plastic thread of protector in random length of 4 to 7 meters conforming to I.S. 1239 (Part-I) 2004, with its latest amendments, sockets to confirm to I.S.1239/Pt-II/92 and medium quality of pipes manufactured by manufactured by only Approved Original Manufacturer of the Country having proven track record of atleast 10 (Ten) years manufacturing experience of DI Pipes & 8 (Eight) years of satisfactory performance in Indian Water Supply Projects. All GI Specials viz., Bend, Tee, Reducer, Enlarger, Flanged Spigot/Spigot, Collar, End, End Cap etc., should also be supplied by the manufacturer of the Pipes. An exclusive Authorization Letter in Non Judicial Stamp Paper, duly notarized, from the Original Pipe Manufacturer must be enclosed with the Tender. Authorization Letter should be valid for the entire period of execution of the order failing which Bid shall not be considered for evaluation and offers shall be rejected straightway. Further, one approved original Manufacturer can authorize only one Bidder.

Each pipe shall have as cast or stamped or legibly and indelible painted. The marking shall show the following: (i). The manufacturer's Name or Trademark; (ii). The nominal diameter of Pipes; (iii). Year of Manufacture; (iv). Batch number; (v). Class of Pipes; (vi). ISI certification mark on pipe; (vii). Any important information that the Manufacturer deems fit to be inscribed on pipe & (viii) Name of Owner (PHED, Meghalaya).

Contractor has to arrange for submission of the Manufacturer's test certificate of all pipes and fittings to be used in the proposed Scheme and obtain approval of the Department prior to procurement and use in the Project.

IS: 781 - 1984	Specification for cast copper alloy screw down bib taps and stop valves for water services
IS: 778 - 1984	Specification for copper alloy gate, globe and check valves for water work purposes.
IS: 2692 – 1989	Specification for Ferrules for Water Services

**2.3 Consortium bids are acceptable. Bids submitted by a consortium of two or three firms as partners shall comply with the following requirements :**

- [a] the bid shall include all the information listed in Sub-clause 2.2 above;
- [b] the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- [c] one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- [d] the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
- [e] all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
- [f] The consortium agreement should indicate precisely the role of all members of Consortium in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of Consortium should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
- [g] The consortium agreement should be registered in **Shillong** before execution of the agreement so as to be legally valid and binding on partners; and
- [h] a copy of the Consortium Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a consortium Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

**2.4.A To qualify for award of the contract, each bidder in its name should have in the last three years i.e. 2017-18 to 2019-20.**

1. Achieved in at least two financial years, a minimum annual financial turnover (in all classes of water supply engineering construction works only) of ` 6.00 Crores.
2. Satisfactorily completed as a prime contractor, duly certified by the employer at least one similar work of water supply engineering construction comprising of RCC Intake, Laying of Gravity Main of not less than 150mm dia. GI Pipes, Construction of Slow Sand Filtration Plant, Construction of RCC Sump including Reservoirs of value not less than ` 3.00 Crores.

3. The bids of the bidders whose previous performance is found to be poor/not satisfactory, will not be taken up for evaluation.

- Financial value of completed works of previous years shall be given weightage of 6% per year based on rupee value to bring them to 2019-20 price level and that will be considered for the qualifying criteria.

**2.4.B Each bidder should have readily available machineries & equipments including manpower for deployment in the work as soon as the contract is awarded.**

(a) Availability with substantiating documents, the following key and critical machineries & equipments for this work:

Excavator P.C	:	1 no.
Excavator JCB	:	1 no.
Air Compressor/Rock Breaker	:	1 no.
Rock drilling M/C	:	1 no.
Trucks/Tippers/Dumpers	:	2 nos.
Hydraulic Crane	:	1 no.
Chain Pulley Block	:	2 nos.
Reinforcement rod cutting M/C	:	2 nos.
Dewatering pumps	:	2 nos.
Concrete mixture M/C with Batcher	:	4 nos.
Concrete pump & accessories	:	1 no.
Needle vibrators	:	8 nos.
Wind M/C	:	1 no.
Gas cutting M/C	:	2 sets
Welding M/C with Accessories	:	1 set
Mobile DG set	:	2 nos.

*The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 2.2 (l) above to allow the Tender Authority to review their proposals. The numbers, types and capacities of each plant/equipment proposed to be deployed and readily available with the Bidder alongwith substantiating documents shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.*

(b) Availability for this work a Project Manager with minimum of 10 years experience in a Project of similar nature to the present work and other key personnel with adequate experience including number of labourers proposed to be employed for the work.

**2.5 Consortium is permitted in this bid. Only a maximum of 3 partners are allowed in a consortium.**

(1) In respect of Turnover as per the clause 2.4A of INB, the lead partner should meet a major percentage of the turnover criteria and other partners should meet individually not less than 26% of the turnover criteria and all the partners should collectively meet 100% of the turnover criteria.

(2) In respect of qualification criteria as specified in clause 2.4A, the bidder of a single firm or any one of the partners of the consortium should have completed successfully the works specified, as stipulated in the bid document for which necessary documentary evidence should be produced to the satisfaction of PHED.

(3) Sub-contractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria. The experience of the bidder to the extent of work done as a sub-contractor in the past and duly certified by the owner of the Project will be considered.

**2.6 Bid Capacity Criteria:** Bidders who meet the qualification criteria will be qualified only if their available bid capacity is more than the value put to Tender. The available bid capacity will be assessed at the time of Technical evaluation of Bids itself with reference to value put to Tender. In case of the Bidders who do not satisfy the requirement of the Bid Capacity, their bids will be treated as non-responsive and their price bids will not be opened.

**Assessed Available Bid capacity = ( A\*N\*1.5 - B )**

Where

A = Maximum value of engineering works executed in any one year during the last five years (updated to 2019-2020 price level) 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.

B = Value at 2019-2020 price level, of existing commitments and on-going works to be completed during the next 24 months.

**Note :** *The statement 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.*

In case of the Bidders/Consortium Partners who formed part of Joint venture/ consortium in the past including for ongoing works, the references A & B would be determined based on the details for such partners who undertook/proposed to undertake physical execution of the works and in proportion to their participation in such joint ventures/consortiums.

The assessed bid capacity of each of the consortium partners should be more than the required bid capacity. The required bid capacity for consortium partners would be determined on the basis of their participation in the consortium for the purpose of this tender.

However, to qualify for the Bid capacity requirement, the lead partner should meet a major percentage of the turnover criteria and other partners should meet individually not less than 26% of the Bid capacity requirement. However, all the partners should collectively meet 100% of the Bid capacity requirement.

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

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

### **3. One Bid per Bidder.**

3.1 Each bidder shall submit only one bid either individually or as a partner in a consortium. A bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

### **4. Cost of Bidding.**

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

## **5. Site visit.**

5.1 The bidders in their own interest are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids in respect of site conditions, requirement of availability of land, access to the site, source and extent of availability of materials including water etc., availability of labour (skilled & unskilled) required for the work and laws and regulations governing their use and employment, geological, meteorological & topographical features, limit & extent of surface and sub-surface water to be encountered during the performance of the work and the requirement of drainage & pumping, type of equipment & facilities needed etc..

5.2 The bidders should note that information, if any, in regard to site and local conditions as contained in these bid documents has been given merely to assist the bidders and is not warranted to be complete. The employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge on the part of the bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of information, knowledge of understanding shall be entertained or payable by the department.

## **B. Bidding Documents.**

### **6. Content of Bidding Documents.**

6.1 The bidding documents is a compilation of the following :

1.	Invitation to Bids	-	INV
2.	Reference and Information	-	RAI
3.	Instructions to Bidders	-	INB
4.	Forms of Bid and Qualification Information	-	
5.	General Terms & Conditions of Contract	-	GCC
6.	Special conditions of contract	-	SCC
7.	Contract Labour Laws and Regulations	-	
8.	Annexures	-	
9.	Schedule	-	
10.	Check List	-	
11.	Technical Specifications	-	TS

## **7. Clarification of Bidding Documents.**

7.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 7 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

## **8. Amendment of Bidding Documents.**

8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 22.2 below.

## **C. Preparation of Bids.**

### **9. Language of the Bid**

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

### **10. Documents comprising the Bid.**

10.1 Technical bid shall contain Bid security, full bidding documents duly signed and sealed by the bidder in each page, the information about the bidder, his address, telephone numbers, income tax, sales tax clearance certificate etc., qualifying information forms and documents as indicated in Section IV, his detailed technical proposal for the work, technical data sheets, brief description of goods to be supplied and services to be rendered and other technical details sought



10.2 Financial bid shall contain the bidder's lumpsum price for the entire scope of work covered under the bidding documents and payment schedule and other financial implications.

## **11. Bid Prices.**

11.1 The Bidder shall quote in the appropriate schedule, lump-sum price for the entire Scope of Work covered under the Bidding Documents (Price Schedule).

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

12.1 Bidder shall indicate Bid prices in Indian Rupees only.

## **13. Price adjustment/variation.**

13.1 The Contract is subjected to price adjustment/variation.

## **14. Time schedule.**

14.1 The basic consideration and the essence of the contract shall be strict adherence to the time schedule for performing the specified works.

14.2 The owner's requirement of completion schedule for the works is mentioned in the accompanying *Special conditions of contract*.

14.3 The completion schedule as stated in the *Special conditions of contract* shall be one of the major factors in consideration of the bids.

14.4 The owner reserves the right to request for a change in the work schedule during the post-bid discussion with successful bidder.

14.5 The successful bidder shall be required to prepare detailed PERT-Network and finalize the same with the employer, as per the requirement of *Clause 20, Section-GCC*.

## **15. Contract quality assurance.**

15.1 The bidder shall include in their proposal, the quality assurance programme containing the overall quality management and procedures which they proposed to follow in the performance of the works during various phases.

15.2 At the time of award of contract, the detailed quality assurance programme to be followed for the execution of the contract shall be mutually discussed and agreed to and such agreed programme shall form part of the contract.

## **16. Insurance.**

16.1 The Bidder's insurance liabilities pertaining to the scope of work is detailed out in *Clause 17, Section-General Conditions of Contract*. Bidder's attention is specifically invited to these clauses. The bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the contract.

## **17. Bid Validity.**

17.1 Bids shall remain valid for a period not less than 180 days after the date of bid opening prescribed by the employer. A bid valid for a shorter period shall be rejected by the employer as non-responsive.

17.2 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. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 18 in all respects.

## **18. Bid Security.**

18.1 The Bidder shall furnish, as part of his Bid, a Bid Security for an amount of ₹ 6.00 lakh. The bid security shall be valid for a period of 210 days from date of opening of bids. This bid security is to be furnished in the form of Call/NSC/FDR from Nationalized Bank of India in favour of the Addl. Chief Engineer, PHE., Zone-I, Meghalaya, Shillong.

18.2 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 18.1 above shall be summarily rejected by the Employer.

18.3 The Bid Security of unsuccessful bidders will be returned in 30 days upon the award of contract and on written request from the unsuccessful bidder. The bid security of the bidder who has refused to extend the bid validity as provided in Clause 17.2 above shall be refunded after the initial bid validity based on written request from the bidder. Employer shall pay no interest on the bid security.

18.4 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

18.5 The Bid Security may be forfeited.

- (a) if the Bidder withdraws the Bid after opening of technical Bid during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 29; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement; or
  - (ii) furnish the required Performance Security.

## **19. Alternative proposals by Bidders.**

19.1 Alternative proposal will not be considered.

## **20. Format and signing of Bid.**

20.1 The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 10 of these *Instructions to Bidders*, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

20.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 2.2. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

20.3 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 initialed by the person or persons signing the bid.

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

### **21. Sealing and Marking of Bids.**

21.1 The bid must be submitted in duplicate with one copy marked 'Original' on the front page. The copy marked 'Original' will govern whenever there are discrepancies between the two copies.

21.2 The Bid must be submitted in separate sealed covers clearly marked as **Technical Bid (Part I) & Financial Bid (Part II)** respectively superscribing '*Providing additional Water Supply from Ka Riat Tynrah Spring Source to Block I, Block II & Block III of Lawsohtun, East Khasi Hills*' and shall carry the name and address of the Bidder prominently.

21.3 The envelope shall be addressed to :

The Addl. Chief Engineer, PHE.,  
Zone-I, Meghalaya, Shillong  
PHE Administrative Building,  
Lower Lachumiere, Shillong : 793 001, Meghalaya.

21.4 The Technical Bid shall contain the following informations & documents :

- i. Covering letter.
- ii. Proof of purchase of Bid Document (receipt).
- iii. Non Refundable Court Fee Stamp or IPO of specified value.
- iv. Bid Security in the form of NSC/FDR from any Nationalized Indian Bank.

- v. Certified Power of Attorney authorizing a representative or representatives of the Firm to sign the Bid and all subsequent communication.
- vi. Complete Bid document duly sealed and signed by the authorized signatory in each page.
- vii. Upto date Income Tax Clearance Certificate & Sales Tax Clearance Certificate etc..
- viii. Letter of Undertaking (Section IV).
- ix. Declaration by the Bidder that his Bid is without any technical and commercial deviations and/or with commercial and technical deviations (Schedule 3 & 4 respectively).
- x. Information and documents required as per 'qualification Information' details in Section IV.
- xi. Bidder's proposed work method and schedule in response to specification including descriptions, literature, drawings, data, charts as necessary to comply with the requirements of the Bid Document.
- xii. Bar Chart and PERT charts for the execution of the works.
- xiii. Confirmation of performance guarantee and Defects Liability Period in accordance with Clause 60 of the General Conditions of Contract.
- xiv. Confirmation of the Commercial terms and conditions. **There shall be no reference to the price.**
- xv. Documentary evidence in support of the information furnished shall invariably be enclosed in the Technical Bid, failing which the Technical Bid is liable to be rejected.

21.5 The Technical Bid shall **NOT** contain the following:

- i. Financial Offer.
- ii. Any indication either direct or indirect or implicit or explicit or implied regarding the Price Offer or any other related price indication etc. shall be a cause for outright disqualification of the entire Bid.

21.6 The Price Bid shall contain the following :

- i. Covering letter
- ii. The Bid Price for the work with each page signed, dated and stamped with the seal of the Bidder.
- iii. Apart from the Schedule of Prices, Bidders shall not enclose any other documents or statements that influence the price. In such an event the Employer shall summarily disqualify the Bidder and reject the Bid.

21.7 The Bidder shall seal the Original and Copy of the Bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. These envelopes (called as inner envelopes) shall then be put inside one outer envelope. Both inner and outer envelope shall be addressed to the Employer subscribing the name of work and shall carry the name and address of the Bidder

21.8 If the outer envelope is not sealed and marked, **the Employer will assume no responsibility for the misplacement or premature opening of the bid.**

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

22.1 Bids must be received by the Employer at the address specified above not later than 31.07.2020 at 13:00 Hrs. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

22.2 The Employer may extend the deadline for submission of bids in accordance with Clause 8, 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.

## **23. Late Bids.**

23.1 Any Bid received by the Employer after the deadline prescribed in Clause 22 will be returned unopened to the bidder. Any Bid submitted in person after 13.00 Hrs. on the due date will not be accepted. Similarly, any bid received by post after 14.00 Hrs. on the due date will not be accepted and will be returned unopened to the bidder. Hence, the bidders are requested to submit their bid well in advance i.e., before 13.00 Hrs. as per the Office Clock on the dead line / extended deadline date and time of bid submission. The bidders can submit the bids on any day during the bid submission period.

## **24. Modification and Withdrawal of Bids.**

24.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 22.

24.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 20 & 21, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

24.3 No bid may be modified after the deadline for submission of Bids.

24.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 17.1 above or as extended pursuant to Clause 17.2 may result in the forfeiture of the Bid security pursuant to Clause 18.

24.5 Bidders may offer discounts or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid opening and evaluation.**

### **25. Bid opening.**

25.1 The Part I Technical Bid shall be opened on the date and time pursuant to Clause 22 in the presence of Bidder's representative who choose to attend.

25.2 At the Technical Bid opening, the Bidders' names, Bid modifications and withdrawals, requisite Bid security and such other details as the Employer may consider appropriate, shall be announced and recorded at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to Clause 23 and withdrawn Bids. Bids [and modifications] that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned un-opened to bidders.

25.3 The shortlisted Bidders who are found to qualify by the Tender Authority for having submitted substantially responsive. Technical Bids will be intimated at a later date, time and venue for opening of their Financial Bid.

25.4 The **Part II Financial Bid** of the eligible Bidders who are shortlisted by the Tender Authority shall be opened in the presence of such parties, as may desire to be present in the due date and time.

25.5 The Financial Bid of all the Bidders who have not been shortlisted by the Tender Authority will be returned unopened to such parties under acknowledgement alongwith the Bid Security deposited by them.

## **26. Process to be confidential**

26.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other 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 Bids or award decisions may result in the rejection of his Bid.

## **27. Clarification of Bids.**

27.1 When checking and comparing bids, the Employer may ask a bidder to clarify any aspect of his bid.

27.2 Such requests and the responses to them shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

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

## **28. Examination of bids and determination of responsiveness.**

28.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria and qualified in accordance with the provision of Clause 1 & 2; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

28.2 A substantially responsive Bid is one which 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.

28.3 If a 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 non-conforming deviation or reservation.

## **29. Correction of errors.**

29.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

29.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors, with the concurrence of the Bidder and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 18.5 (b).

## **30. Evaluation and comparison of Bids.**

30.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 28.

30.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 29; or
- (b) making an appropriate adjustments for any other acceptable variations, deviations; and
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 24.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

30.4 The estimated effect of the price adjustment conditions under *Clause 38 of the General Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

30.5 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 Schedule of Prices, 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 34 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.

## **F. Award of Contract**

### **31. Award criteria.**

31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 2.

### **32. Employer's right to accept any bid and to reject any or all bids.**

32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### **33. Notification of award and signing of agreement.**

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period and extended validity period, if any. This letter (hereinafter and in the *General Conditions of Contract* called the "*Letter of Acceptance*" or "*Letter of Award*") will state the sum that the Employer will pay the successful bidder in consideration of the execution, completion, and maintenance of the Works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 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 34.

33.3 Within 30 days of receipt of the Letter of Award, the successful bidder shall furnish Contract Performance Security pursuant to clause 34 and attend the office of the Chief Engineer, PHE, Meghalaya, Shillong for signing of the Contract Document in PWD F-2 Form and Contract Agreement as per prescribed format in Section IV. The detailed bidding document will form part of the agreement.

33.4 The agreement will be signed in 5 copies and the successful tenderer shall be provided with one copy and the rest will be retained by the owner.

33.5 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.

#### **34. Performance Security.**

34.1 The successful bidder, to whom the work is awarded shall be required to furnish a Performance Security in the form of Irrevocable Bank Guarantee issued by a Nationalized Indian Bank as per prescribed format enclosed as **Annexure I** in favour of the Addl. Chief Engineer, PHE, Zone-I., Meghalaya, Shillong. The performance security shall be equal to ten percent (10%) of the Contract Price and it shall guarantee the faithful performance of the contract in accordance with the term and conditions specified in these documents and specifications. The Performance Security for construction activities shall be valid upto 90 days from the date of issue of certificate of completion.

34.2 The Performance Security of a consortium shall be in the name of consortium.

34.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

#### **35. Advance Payment and Security**

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in *Clause 33 of the General Conditions of Contract*.

### **36. Settlement of disputes.**

36.1 Any dispute(s) or difference (s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

36.2 If any dispute or difference of any kind whatsoever shall arise between the Engineer-in-charge and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, be referred to and settled by the Chief Engineer, who, within a period of thirty (30) days after being requested by both parties to do so, shall give written notice of his decision to the Engineer-in-charge and the Contractor.

36.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence.

### **37. Corrupt or Fraudulent Practices.**

37.1 The Employer requires that Bidders observe the highest standard of ethics during the evaluation and execution of such contracts. In pursuance of this policy, the Employer:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the evaluation process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence the evaluation 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 prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

## Section : IV

### Forms of Bid and Qualification Informations

#### 1. Letter of Undertaking

To,

The Addl. Chief Engineer, PHE.,  
Zone-I., Meghalaya, Shillong,  
PHE Administrative Building,  
Lower Lachumiere,  
Shillong : 793 001, Meghalaya.

Description : Providing additional Water Supply from Ka Riat Tynrah Spring Source to Block I, Block II & Block III of Lawsohtun, East Khasi Hills

Dear Sir,

We the undersigned bidder, have read and examined in detail the specification and documents of the works described above and hereby propose to execute the Works for the Contract Price stated in the Financial Bid.

We accept the proposal of advance payment up to a maximum of **10%** of contract value for construction activities as per the Conditions prescribed by the Employer.

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 undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act, 1988.

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

We attach herewith our current income tax and sales tax clearance certificates.

Yours faithfully,

Authorized Signature :

Name & Title of Signatory:

Name of Bidder :

Address :

## 2. Qualification Information

The information to be filled in by the Bidder in the following pages will be used for purposes of qualification as provided for in Clause 2 of the Instructions to Bidders. This information will not be incorporated in the Contract.

### 1. For Individual/Firms/Consortium.

#### 1.1 Constitution or legal status of Bidder [Attach copy]

Place of registration:

---

Principal place of business:

---

Power of attorney of signatory of Bid  
[Attach]

#### 1.2 Annual financial turnover achieved in the last three years. (in ` Crores)

Sl.No.	Year	Financial turnover ( ` in Crores)
	2017-2018	
	2018-2019	
	2019-2020	

- *Attach a Certificate from Chartered Accountant along with Audited Balance Sheet.*

1.2.1 Works performed by the Bidder on works of a single Contract during the period from 01.04.2017 to 31.03.2020 as detailed below:-

Project Name	Name of the Employer*	Description of work	Contract No.	Value of contract (₹ Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay, if any and work completed

- *Enclose certificate(s) from Engineer(s)- in- charge.*
- *The experience of the bidder to the extent of work done as a Sub contractor in the past and duly certified by the owner of the Project will be considered.*

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

A) Existing commitments and on-going works

Description of work	Place and state	Contract No. & Date	Name and Address of the Employer	Value of Contract (₹ Lakhs)	Stipulated period of completion	Value of works remaining to be completed (₹ Lakhs)	Anticipated date of completion.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

- *Enclose certificate(s) from Engineer(s)- in- charge.*

B) Works for which Bids already submitted.

Description of work (1)	Place and State (2)	Name & Address of Employer (3)	Estimated Value of works (? Lakhs) (4)	Stipulated period of completion (5)	Date when decision is expected (6)	Remarks if any (7)

1.4 The following major items of Contractor's Equipment are essential for carrying out the Works. The Bidder should list all the information requested below. Refer also to sub -clause 2.2 (d) of the Instruction to Bidders.

Item of equipment	Requirement	Availability proposals		
		Yes/No	Nos. / capacity	Condition
Excavator P.C	1 no.			
Excavator JCB	1 no.			
Air Compressor/Rock Breaker	1 no.			
Rock drilling M/C	1 no.			
Trucks/Tippers/Dumpers	2 nos.			
Hydraulic Crane	1 no.			
Chain Pulley Block	2 nos.			
Reinforcement rod cutting M/C	2 nos.			
Dewatering pumps	2 nos.			
Concrete mixture M/C with Batcher	4 nos.			
Concrete pump & accessories	1 no.			
Needle vibrators	8 nos.			
Wind M/C	1 no.			
Gas cutting M/C	2 sets			
Welding M/C with Accessories	1 set			
Mobile DG set	2 nos.			



1.5 Qualification and experience of key personnel proposed for administration and execution of the Contract and number of labourers proposed to be employed for the work. Attach biographical data. Refer also to sub-clause 2.2 (f) and 2.4 (B) (b) of Instructions to Bidders.

Position	Name	Qualifications	Years of experience (general)	Years of experience in the proposed position
Project Manager				
<b>Key personnel</b>				
1. Civil Engineer				
2. Mechanical Engineer				
3. Electrical Engineer				

No. of labourers proposed for the work :

1.6 Proposed subcontracts and firms involved. (Refer INB Clause 2.2(k))

Sections of the works	Value of subcontract	Subcontractor (name and address)	Experience in similar work

1.7 Financial reports for the last three years; balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies of documents.

1.8 Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount Involved	Remarks showing present status

1.9 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents.

## **2. Consortiums.**

2.1 The information listed in 1.1 to 1.8 above shall be provided by each partner of the Consortium.

2.2 The information in 1.9 above shall be provided by Consortium

2.3 Attach the power of attorney of the signatory (ies) of the bid authorizing signature of the bid on behalf of the consortium

2.4 Attach the agreement among all partners of the consortium ( and which is legally binding on all partners ) which shows the requirements as indicated in sub-clause 2.3 of the instruction to bidders

2.5 Furnish details of participation in the consortium as below.

### **Details of participation in the consortium.**

<b>PARTICIPATION DETAILS</b>	<b>FIRM 'A' (Lead Partner)</b>	<b>FIRM 'B'</b>	<b>FIRM 'C'</b>
Financial			
Names of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			

### **3. Additional requirements.**

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 2 of the Instruction to Bidders, if applicable.

### 3. Warranty Form

M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the Contractor) having carefully studies all the documents, specifications, drawings etc. pertaining to the contract for the work \_\_\_\_\_ and the local and site conditions having undertaken to execute the said works.

#### **Do hereby warrant that**

1. The Contractor is familiar with all the requirements of the contract.
2. The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Contractor is satisfied that the work can be performed and completed as required in the contract.
4. The Contractor accepts all risks directly or indirectly connected with the performance of the contract.
5. The Contractor has had no collision with other contractors, with any of the men of the Engineer-in-charge or with any other person in PHED to execute the said works according to the terms and conditions of the said contract.
6. The Contractor has not been influence by any statement or promise of the employer or Engineer-in-charge but only by the Contract document.
7. The Contractor is financially solvent.
8. The Contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
9. The statement submitted by the Contractor is true.
10. The Contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein.

**Date :** \_\_\_\_\_ **for and on behalf of the Contractor.**

## **4. Agreement Form**

### **Proforma of agreement form**

(To be executed on Non-Judicial Stamp Paper)

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 between Public Health Engineering Department, Government of Meghalaya (hereinafter referred to as 'Employer' or PHED, which expression shall include its administrators, successors and assigns) on one part and \_\_\_\_\_ [name and address of contractor] (hereinafter called the Contractor' which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

Whereas PHED has decided to carry out the work \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the 'work') mentioned, enumerated and referred to in the Schedule, Conditions of Contract and technical specifications and offer submitted by the contractor and the subsequent correspondences made between the two parties (hereinafter called the 'Tender Documents') and whereas the terms and conditions for the said works were settled between the two parties and whereas the Public Health Engineering Department, Government of Meghalaya did accept the bid of the Contractor for execution of the said work.

Now this agreement witnesseth and it is hereby agreed and declared as follows:-

In consideration of payments to be made to the Contractor by Public Health Engineering Department as herein mentioned, the contractor hereby covenants with Public Health Engineering Department, its successors and assigns that the Contractor shall do and perform the said works and things in the contract mentioned and described or which are implied therefrom or therein respectively within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the Schedule hereto; and in consideration of the provisions and supervision of executions, construction and completion of the said works and the performance guarantee thereof as aforesaid the Department covenants with the Contractor to pay the contractor the sum as per schedule of quantities and rates and such other sums that may become payable, such payment to be made at such time and in such manner as is provided by the Contract.

## Component Parts of the Contract

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim or if not attached as if hereto attached.

- 1) Bidding Documents :
- 2) Letter from : i) \_\_\_\_\_  
ii) \_\_\_\_\_  
iii) \_\_\_\_\_
- 3) Work Order No. : \_\_\_\_\_

### Memorandum

- A) General description of works :
- B) Approximate estimated cost :
- C) Security Deposit :
- D) Time allowed for the work from the  
Date of written order to commence :

In witness thereof the parties hereto have executed this agreement in Shillong on the date first herein mentioned.

Constituted attorney for  
the contractor

for and on behalf of  
Public Health Engineering Dept.  
Govt. of Meghalaya, Shillong

Addl. Chief Engineer, Zone-I.,  
Public Health Engineering Deptt.  
Govt. of Meghalaya Shillong.

In presence of

1.

1.

2.

2.

Executed in original  
Constituted attorney for  
the contractor

Addl. Chief Engineer, Zone-I.,  
Public Health Engineering Deptt.  
Govt. of Meghalaya Shillong.

Note : Non-Judicial Stamp in 6 (six) sheets of ` \_\_\_\_\_ on shall be supplied  
by the successful tenderer.

## 5. PWD F-2 Form

Assam Schedule L VI(Part) Form No. 8

### Public Works Department, Meghalaya

Division

Sub Division

[ Form F-2 ]

Item rate tender and Contract for Works.

#### GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract it will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Sub-Divisional Officer/Executive Engineer.

The form will state work to be carried out the date for submitting and opening tenders, the time allowed for carrying out the work, the amount of earnest money to be deposited with the tender, the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any other to be deducted from bills. Copies of the specifications, designs and drawings and any, other documents required in connection with the work signed (with the exception of the current Meghalaya General Specifications which although binding on the contractor need not be signed) for the purpose of identification by the Sub-Divisional Office/Executive Engineer shall also be opened for inspection by the contractor at the office of the Sub-Divisional Office/Executive Engineer during office hours.

2. In the event of tender being submitted by a firm, it must be signed separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Receipt for payment made on account of a work executed by a firm, must also be signed by the several partner except where the contractors are described in their tenders as a firm in which case the receipt must be signed in the name of the firm by one of the partner or by some person having authority to give effectual receipts from the firm.

4. Any person who submits a tender shall fill up usual printed form stating at what rates he is willing to undertake each item of the work Tender which propose any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelop.

5. The Executive Engineer or his authorised assistant will open tenders in the presence of any intending contractors who may be present at the time and will initial and date the tenders. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractors who shall thereupon for the purpose of identification sign copies of the specification and other documents as mention in Rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contract making the same.

6. The Executive Engineer shall have the right of rejecting all or any of the tenders without assigning any reason.

7. The Receipts of an accountant or clerk for any money paid by the contractors will not be considered as any acknowledgement of payment to the Sub-Divisional Officer/Executive Engineer and the contractor shall be responsible for seeing that he procures a receipts signed by the Sub-Divisional Officer/Executive Engineer.

8. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Sub-Divisional Office/Executive Engineer before the tender form is issued. If a tender form is issued to an intending tenderer without having been so filled in an completed shall request the office to have this done before the completes and delivers his tender.

## TENDER FOR WORK

I/We hereby tender for the execution to the State Government of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the true intent and meaning of the specifications designs, drawing and instructions in writing referred to in Rule I thereof and in clause II of the annexed condition and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as applicable.

# MEMORANDUM

a) If several sub-works are included they should be detailed in a separate list.

This deposit will vary from 10% to 10% the estimated cost of the work according to the requirement of the case.

c) This percentage where no security deposit is taken will vary from 5% to 10% according to the requirements of the case. Where security deposit is taken, see note to clause 1 of the conditions of contract.

- |    |   |          |
|----|---|----------|
| a) | General description   |          |
| b) | Estimated Cost  | Rs. .... |
| c) | Earnest money   | Rs. .... |
| d) | Security deposit (including earnest money)                          | Rs. .... |
| e) | Percentage, if any to be deducted from bills<br>(Rs. .... )percent. | Rs. .... |
| f) | Time allowed for the from date of written order of commence         |          |

Months						
Item No.	Item of work	Unit	Per	Rate Tendered		
				In figure		In Words
				Rs.	P.	

**Note : To be continued on additional sheet as found necessary**



## MONTHS

Should this tender be accepted. I / We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contracts annexed hereto so far as applicable or in default there of to forfeit and pay to the State Government the sums of money mentioned in the said conditions.

The sum of Rs. \_\_\_\_\_ is herewith forwarded in currency notes as earnest money or has been deposited in the \_\_\_\_\_ Treasury as earnest money and duplicate copy of the chalan is herewith forwarded. (a) the full value of the earnest money should be absolutely forfeited to the State Government, should I / We not deposit the future sum required to make up full amount of security deposit specified in the above memorandum, in accordance with clause 1(a) of the said conditions of contract, otherwise the said sum of Rs. \_\_\_\_\_ shall be retained by the State Government as part of such security deposit as aforesaid. (b) The full value of the earnest money shall be retained by the State Government on account of the security deposit specified in clause 1 (B). of the said conditions of contract.

Give particular and numbers.  
Strike out (a) if no cash security deposit is to be taken  
Strike out (b) any cash security deposit is to be taken.

Signature of contractor before submission of tender.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200

Witness

2 Signature of witness to contractor's signature.

Address

Occupation

The above tender is hereby accepted by me on behalf of the Governor of Meghalaya.

Dated the \_\_\_\_\_ Pay on \_\_\_\_\_ 200

Executive Engineer

Signature of the officer by whom accepted.

## CONDITIONS OF CONTRACT

Security Deposit

This will be the same percentage as that in the tender of (e).

The amount of this percentage (not exceeding 10%) will be fixed in every case to suit requirement example of it is fixed at 8% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment if the percentage is fixed at 10% and the security deposit only amount to 6% than 4% should be deducted and so on.

Compensation for delay.

Action when 10% or more of security deposit is forfeited.

**Clause 1** – The person/persons whose tender may be accepted (hereinafter called the contractor) shall (A) within one day for a contractor of R. 1000/- or less two days for one of Rs. 2000/- or less and so up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Sub-Divisional Officer/Executive Engineer in Government securities endorsed to him, or deposit in cash in the nearest Government Treasury forwarding the duplicate of the challan to the Sub-Divisional Officer/Executive Engineer a sum of sufficient with the amount of earnest money already deposited to make the full security deposit specified in the tender] or (B) [permit the State Government at the time of making any payment for work done under the contract to deduct such as will [with earnest money already deposit] amount to percent of all moneys so payable such deductions to be held by the State Government free of interest, by way of security deposit] Provided always that in the event of the contractor depositing a lump sum or equivalent securities as contemplated at A above, then and in such case if the sum so deposited or the value of the securities at any time shall not amount to percent to the total estimated cost of the work, it shall be lawful for the State Government at the time making any payment to the contractor for work done under the contract to make up the full percentage of percent by by deducting and relating fee of interest a sufficient sum for every such payment as last aforesaid. All compensations or other sums of money payable by the contractor to the State Government or any account whatsoever, and in the event of security deposit being reduced by reason of any deduction or sales as aforesaid, the contractor shall within then days thereafter make good in cash or Government securities endorsed as aforesaid any sums which may have been deducted from or raised by sale of his securities deposit or any part thereof.

**Clause 2** – The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent of such smaller amount as the Chief Engineer/Executive Engineer (whose decision in writing shall be final) [may decide on the amount of estimated cost of the whole work as shown by the tender for everyday that the work remains uncommenced or unfurnished after the proper dates and further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed; one-half of the work before one-half of such time has elapsed as three-fourth of the work before three-fourth such time has elapsed such estimation of the amount of work doen at any period being made by the Executive-Engineer/Chief Engineer whose decision shall be final in the event of of the contractor failing to comply with the condition he shall be liable to pay a s compensation as amount equal to one percent or such smaller amounts as the Chief Engineer /Executive Engineer (whose decision shall be final and conclusive) may decide on the said estimated cost of the whole work for every day that the due quality of work remains incomplete, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimate cost of the work as shown in the tender.

**Clause 3** – In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to fifty percent or more of his security deposit (whether paid in one sum or deducted by installments the Executive Engineer on behalf of the State Government shall have power to adopt any of the following courses as he may deem best suited to the interest of the State Government.

(a) To reseind the contractor, as to which recission notice in writing to the contractor under the hand of the Executive Engineer shallbe final and conclusive and in which case the security deposit of the contractor shal stand forfeited and be absolutely at the disposal of the State Government.

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part or the debiting the contractor with cost of the labour and the price on the materials plus twenty four percent on the total of the aforesaid cost and price to cover the cost of supervising as to the amount of which cost and price a certificate to the Executive Engineer shall be final and conclusive and crediting him with the value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the contractor under terms of his contract and the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive.

(c) To measure up the work of the contractor and take such a part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sums which works have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess the certificate in writing or the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the State Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Subdivisional Officer/Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4. – In any case in which any of the powers conferred upon the Executive Engineer by clause 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is liable to pay compensation which with any compensation remaining unrealised amounts to fifty per cent or more of his security deposit. In the event of the Executive Engineer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plant, materials and store in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final and conclusive; otherwise the Executive Engineer may be notice in writing to the contractor or his Clerk of Works, Foreman or other authorised agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive.

Contractor remains liable to pay compensation if action not taken under clause 3.

Power to take possession of on require removal of or sell contracts plant.

Clause 5. – If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Executive Engineer within 30 days of the date of the hindrance or date of the occurrence or commencement of the aforesaid other grounds on account of which he desires such extension as aforesaid, and the Executive Engineer shall, if in his opinion (which shall be final and conclusive) reasonable grounds be shown therefor, authorise such extension of time, if any, as may in his opinion, be necessary or proper.

Extension of time

Clause 6. – The contractor shall give the Subdivisional Officer/Executive Engineer notice in writing when the work is completed and on receipt of such notice, the Subdivisional Officer or his subordinate shall inspect the work and if completed make an entry in the measurement book to this effect. The contractor shall then be furnished with a certificate by the Subdivisional officer, Executive Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the

Final certificate

premises, on which the work shall be executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off all dirt from all wood-work, doors, windows, walls, floors, or other parts of any structures in, upon, or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith, pay the amount of all expense so incurred plus twenty-four percent; supervision charges, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually by the sale thereof.

Payment on intermediate certificates to be regarded as advances.

Clause 7.- No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees on thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work; in default, the Engineer-in-charge may himself prepare or depute a subordinate to prepare such bill; and in any event, the Engineer-in-charge's certificate of the measurement and the total amount payable for the work shall be paid and conclusive.

Bill to be submitted monthly

Clause 8.- A bill shall be submitted by the contractor each month on or before the date if any, fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor, or his duly accredited agent, whose countersignature to the measurement book will be sufficient warrant, and the Engineer-in-charge may prepare or cause to be prepared a bill from such book which shall be binding on the contractor in all respects. Should the contractor dispute the accuracy of any measurement taken for the purposes of any intermediate or final bill or of the completion certificate he must intimate the fact, in writing, to the engineer-in-charge within forty-eight hours of the measurement being taken and must obtain a receipt for the safe delivery of the letter either through the post office or direct from the office of the Engineer-in-charge. Should the contractor fail to intimate his non-acceptance of the measurements, within forty-eight hours of the measurements having been taken, in the manner described above no claim will subsequently be entertained regarding the accuracy of the measurements, classification of the work, rates or in any matter connected with the measurements. If non-acceptance is intimated within the period herein prescribed, the decision of the Engineer-in-charge on the dispute shall be final and conclusive.

Bills to be on printed forms

Clause 9.- The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates herein after provided or such work.

Stores supplied by the State Government.

Clause 10.- If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the

rates specified in the said schedule or memorandum may be set off or deducted from any sum then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof; If the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the State Government, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge, but all such materials shall be in the custody of the contractor who shall be responsible for any loss, damage or deterioration due to theft, fire, storm, flood, earthquake of any other cause of any nature whatsoever. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause 11.- The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the true intent and meaning of the drawings and specifications. The contractor shall also conform exactly, fully and faithfully to the true intent and meaning of the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractors shall if he so require, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Works to be executed in accordance with specifications drawings, orders etc.

Clause 12.- The Engineer-in-charge shall have power to make any alterations in, or additions to, the original specification, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing and signed by the Engineer-in-charge, and such alterations shall not invalidate the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender of the main work. The time for the completion of the work shall be extended in the proportion that the additional works bears to the original contract work, and the certificate of the Engineer-in-charge shall be final and conclusive as to such proportion. And if the additional work include any class of work, for which no rate is provided in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district; and if such last mentioned class of work is not entered in the schedule of rates of the district, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class work, and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such a manner as he may consider advisable; provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the chief Engineer of the State will be final and conclusive.

Alterations in specifications and designs.

Do not invalidate contracts

Extensions of time in consequence of alteration.

Rates for works act in estimate or schedule of rates of the district.

Clause 13.- If the contractor considers any work demanded of him to be outside the requirements of the contract, or considers any record or ruling of the Engineer-in-charge to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decisions, and within ) days after the date of receipt of the written instructions or decisions, he shall file a written protest with the Engineer-in-charge, stating clearly and in detail the basis of his objections. Except for such protests or objections as are made in the manner herein specified and within the time limit stated, the records, ruling, instructions or decisions of the Engineer-in-charge shall be final and conclusive.

How contractor is to protest.

Clause 14.- If any time after the commencement of the work the State government shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of

No compensation for alteration in or restriction of work to be carried out.

the work in full, but which did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action an compensation payable in case of work

Clause 15.- If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the contract for everyday not exceeding ten days, while his failure to do so shall continue and in the case of the contractor's continued failure over and above the ten days specified above, the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor and charge the contractor for the work in sub-clause (b) of clause 3 above.

Work to be inspections.

Contractor or responsible agents to be present.

Clause 16.- All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Notice to be given before work is covered up.

Clause 17.- the contractor shall give not less than five days' notice in writing to the Engineer-in-charge of his subordinate-in-charge of the work before covering up of otherwise placing beyond the reach of measured or inspection any work in order that the same may be inspected or measured, and correct dimensions thereof be taken before the same is so covered up or place beyond the reach of measurement or inspection, and shall not cover or place beyond the reach of measurement or inspection, any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work; and if any work shall be covered up or placed beyond the reach of measurement or inspection without such notice having been given or consent obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which, the same was executed.

Contractor liable for damage done and for imperfections for 3 months after certificates.

Clause 18.- If the or his work-people or servants shall break, deface, injure or destroy any part of a structure, in which they may be working, or any building, road, fence, enclosure, or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever or any imperfections become apparent in it within three months after a certificate, final or other, of its completions shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the cost (of which the certificate of the Engineer-in-charge shall be final and conclusive) plus twenty-four per cent supervision charges from any sums that may be then, or at any time thereafter may become, due to the contractor or from his security deposits, or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is to supply plant, ladders foldings, etc.

Clause 19.- The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted; and whether included in the specification or other documents forming part of the contract or referred to in those conditions or not, which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage

therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works for the accuracy of which he is entirely responsible, and for counting weighing, and assisting in the measurement or submission at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contract under the contracts, or from his security deposit or the proceeds of sales thereof, or of a sufficient portion thereof. The contractor shall also provide and necessary fencing, lights and notice required to protect the while from accident, and shall be bound to bear the expenses of defence or every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

And liable for damage arising from non-provision of lights, fencing and restliess.

Clause 20.- No female labour shall be employed within the limits of a cantonment and no labourer below the age of fourteen years shall be employed on the work.

Work on Sundays.

Clause 21.- No work shall be done on Sundays without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 22.- The contract shall not be assigned sub-let without the written approval of the Executive Engineer. And if the contractor shall assign or sub-let his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of the Crown in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the State Government and the same consequences shall ensue as if the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Contractor may be rescinded and security deposit forfeited for sub-letting, bribing, or if contractor becomes insolvent.

Clause 23.- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the State Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 24.- In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in constitution of firm.

Clause 25.- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer of the Division for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Work to under direction of Executive Engineers.

Clause 26.- Except where otherwise specified in the contract the decision of the Chief Engineers of the Sate for the time being shall be final, conclusive, and binding, on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works or the execution, or failure to execute the same whether arising during the progress of the work, or after the competition or abandonment thereof.

Decision of the Chief Engineer to be final.

Clause 27.- The contractor shall pay his labourers not less than the wages paid for similar work the neighbourhood.

Section where is no specifications

Clause 28.- In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the District specification, and is the event of their being no District specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Expression of work

Clause 29.- the expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Particular	Rates at which the materials will be charged to the contractor			Place of delivery
	Units	Rs.	P.	

(Signature of Contractor)

Subdivision  
Division

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## Section : V

### General Terms & Conditions of Contract (GCC)

#### 1. Definition.

1.1 **"Contract"** means the document forming the tender, acceptance thereof and the formal agreement executed between the Public Health Engineering Department, Govt. of Meghalaya and the contractor together with documents referred to therein otherwise it shall mean the Notice Inviting Tender and information and instructions to bidders, general and special conditions of contract, specifications, drawings, schedule of price, the normal agreement and all addenda and attachments related to the above.

1.2 **"Employer"** or **"Owner"** shall mean **Public Health Engineering Department, Govt. of Meghalaya** and shall include their legal representatives, successors and assigns.

1.3 **"Contractor"** means the particular firm or company or their designated representative with whom the contract has been made for executing the works.

1.4 **"Sub-contractor"** shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.

1.5 **"Engineer-in-charge"** means the Engineer-in-charge of the works or specified parts of the works under the contract or such other departmental assistants or subordinates to whom the Engineer-in-charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to him. The contractor will be given a copy of the Employer's authorization designation the Engineer-in-charge by name and delegating him his authority at the time the contract is signed. It is, however, to be distinctly understood that no delegation of powers shall be made to such departmental assistants or subordinate except in respect of supervision to ensure compliance of the contract conditions.

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

1.7 **"Construction Plant"** means all equipment, appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.

1.8 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used, the approval, judgement, direction etc. is understood to be a function of the Employer/Engineer.

1.9 **"Day"** means a day from midnight to midnight.

1.10 **"Week"** means seven consecutive days.

1.11 **"Month"** means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.

1.12 The term **"Contract Price"** shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.

1.13 **"Security Deposit"** means all deposits whether in Government securities, fixed deposit receipts or Bank Guarantees from Nationalised Bank in India, amounts deducted from interim payments or any other form pledged to the PHE Dept., Govt. of Meghalaya for due performance of the contract and shall adjust in case of compensation or penalties and which may stand either in part or whole as the situation demands.

1.14 **'Drawings', 'Plans' shall mean all:**

- a) Drawing furnished by the Employer as a basis for Bid Proposals.
- b) Drawings submitted by the Contractor with his Bid provided such drawings are acceptable to the Employer.
- c) Drawings furnished by the Employer to the Contractor during the progress of the Work; and
- d) Engineering data and drawings submitted by the Contractor during the progress of the Work provided such drawings are acceptable to the Engineer/ Employer.

1.15 **"I.S.S."** means Indian Standard Specifications.

1.16 **"Site"** means the land and other places on, under, in, or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purposes of the contract together with such other places as may be specifically designated in the contract or subsequently approved as forming part of site.

1.17 **"Labourer"** means categories of labour engaged by the contractor, his sub contractors and his piece workers for work in connection with the execution of the work covered by the specifications. All these labourers will be deemed to be employed primarily by the contractor.

1.18 **"Store"** means the stores owned by the Public Health Engineering Dept., Govt. of Meghalaya.

1.19 **"Notification of Award of Contract'/Letter of Award"** shall mean the official notice issued by the Employer notifying the Contractor that his bid has been accepted.

1.20 **"Elevation/Reduced levels or R.L."** means wherever figures representing elevation or reduced levels are given they shall mean the highest in metres based on bench mark established by Employer at site.

1.21 **"Temporary works"** means all temporary works of every kind required for the performance of the contract.

1.22 **"Works"** means the materials to be supplied and the work to be executed as defined and set out in the specifications and includes all extra work, additions, deletions, substitutions and variations ordered by the Engineer-in-charge in accordance with the provisions in the contract.

1.23 **"Specifications"** shall mean the Specifications and Bidding Documents forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.

1.24 **"Urgent works"** means by any urgent measures which in the opinion of the Engineer-in-charge become necessary at the time of execution and/or during the progress of work to obviate any risk of damage to the structures or required to accelerate the progress of work or which become necessary for security or for any other reason the Engineer-in-charge may deem expedient.

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

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

## **2. Interpretation.**

2.1 Works importing the singular only also include the plural, he includes she and vice versa unless this is repugnant to the context.

2.2 Wherever the term "Specification" is used apart from a specified standard specification, it shall mean the specification or plan prepared for a particular item as instructed to the contractor in executing that item of work.

## **3. Language and measures.**

3.1 All documents pertaining to the Contract including specification, Schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

## **4. Jurisdiction of contract.**

4.1 The contract shall be construed according to and subject to the Laws of India. The courts of Shillong shall have exclusive jurisdiction in all matters arising under this contract.

## **5. Effectiveness of contract.**

5.1 The contract shall be considered as having come into force from the date of the Notification of Award, unless otherwise provided in the Notification of Award.

## **6. Observance of Laws, Local Regulations and Attachments.**

6.1 The Contractor shall conform to all laws of the land and the regulations and bye-laws of any local authority and of any water or lighting companies with whose systems the structure is proposed to be connected. The contractor if desires to make any variation from drawings or specifications that may be necessitated for so conforming, give to the Engineer-in-charge a written notice specifying the variations proposed to be made and the reasons for making them and apply for instructions thereon. The contractor shall give notices required by the said Acts, regulations or bye laws and pay the required fees in connection therewith. He shall also ensure that no attachments are made against materials or works related to the contract. The Contractor shall protect and indemnify Employer against all claims or liabilities arising from or based on the violation of such laws, ordinances, regulations, bye-laws, decrees or attachments by him or by his employees.

## **7. Labour.**

7.1 The contractor shall not employ in connection with the works any person who has not completed his fifteenth years of age.

7.2 The contractor shall furnish to the Engineer-in-charge information about the various categories of labour employed by him in the form and at such intervals as may be specified.

7.3 The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour laws and rules and regulations as detailed in section VII and as applicable to them in regard to all matters provided therein and shall indemnify the Employer in respect of all claims that may be made against the Employer for non compliance thereof by the Contractor.

7.4 The contractor shall make arrangements for keeping the temperature of area of work reasonably workable during cold months specifically if the work is carried out during nights.

7.5 Notwithstanding anything contained therein, the Engineer-in-charge may take such actions as may be necessary for compliance of the various labour laws and recover the costs thereof from the contractor.

7.6 In the event of the contractor committing a default or breach of any of the provisions of the labour laws and rules and regulations as applicable, the contractor shall, without prejudice to any other liability under the Acts, pay to Employer a sum not exceeding Rupees One thousand per day for each of the defaults subject to a maximum of Rupees Five Lakhs.

## **8. Engineer's Decisions.**

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

## **9. Delegation.**

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

## **10. Communications.**

10.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## **11. Use of contract documents and information.**

11.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

11.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in various Contract documents except for purpose of performing the Contract.

11.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this contract, or descriptions of the site, dimensions, quantity, quality, or other information, concerning the Works unless prior written permission has been obtained from the Employer.

11.4 Any document, other than the Contract itself, enumerated in various contract documents shall remain the property of the Employer and shall be returned to the Employer on completion of the Contractor's performance under the Contract, if so required by the Employer.

## **12. Subcontracting.**

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

## **13. Other Contractors.**

13.1 When two or more contractors are engaged on work in the same vicinity, they shall work together in a spirit of co-operation and accommodation. The Contractor shall not take or cause to be taken any steps or actions that may cause disruptions, discontent or disturbance to the works, labour and arrangements of other contractors in the neighbouring project localities. In the case of any difficulties amongst the contractors, the Engineer-in-charge shall direct the manner in which each contractor shall conduct his work so far as it affects the others.

## **14. Other workmen.**

14.1 The Engineer-in-charge shall have full authority to depute workmen on the work site to execute other works not included in the contract. The contractor shall afford every reasonable facility, during working hours, to enable such workmen to carry out the other works provided that such works shall be carried out in such manner as not to impede the progress of the work included in the contract. The contractor, however, shall not be liable for any damage which may happen to such other works, provided he complies with the instructions in connection therewith and provided that the damage is not caused by the contractor or his workmen.

## **15. Removal of Contractor's men.**

15.1 The contractor shall on the written direction of the Engineer-in-charge immediately remove from the works any person employed thereon who may, in the opinion of the Engineer-in-charge, be incompetent or has misconducted himself. Such person shall not be employed again on the works without the written permission of the Engineer-in-charge.

## **16. Contractor's Risk.**

16.1 The contractor shall take upon himself the whole risk of executing the works, and all materials, obtained for the purpose of the contract and all works executed shall be at his risk until a certificate of completion of the works has been issued by the Employer.

16.2 The contractor shall, at his own cost, make good to the satisfaction of the Employer all damages, loss or injury that may happen to any portion of the works, from whatsoever cause arising and shall deliver up the works complete and undamaged.

## **17. Insurance.**

17.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the employer against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under- writer in each case shall be acceptable to the employer. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in a joint name of the employer and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

17.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost.

The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the employer with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the employer immediately after such insurance coverage. The Contractor shall also inform the employer in writing at least sixty (60) Days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

17.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks upto and including delivery of goods and other costs till the equipment is delivered at Site. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

17.4 All costs on account of insurance liabilities covered under the Contract will be to Contractor's account and will be included in Contract Price.

## **18. Discipline of workmen.**

18.1 The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

## **19. Protection of work.**

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

## **20. Time -The essence of contract.**

20.1 The time and the date of completion of the Contract as stipulated in the Contract by the Employer without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his Work as to complete it not later than the date agreed to.

20.2 The Contractor shall submit a detailed PERT Network/Bar Chart within the time frame agreed consisting of adequate number of activities covering various key phases of the Work within fifteen (15) days of the date of Notice of Award of Contract. This Network shall also indicate the interface facilities to be provided by the Employer and the dates by which such facilities are needed. The Contractor shall discuss the Network so submitted with the Employer and the agreed Network shall form part of the contract documents. Finalization of the Network/Bar Charts will be pre conditions to release any initial advance to the Contractor.

20.3 During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Employer. The interface facilities to be provided by the Employer in accordance with the agreed Network shall also be reviewed while reviewing the progress of the Contractor.

20.4 Based on the agreed Network/Bar Chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

20.5 Subsequent to the finalization of the Network, the Contractor shall make available to the Engineer a detailed construction/manufacturing programme in line with the agreed Contract Network. Such construction/manufacturing programme shall be reviewed, updated and submitted to the Engineer once in every two months thereafter.

20.6 The above Bar Charts/manufacturing programme shall be compatible with the Employer's computer environment and furnished to the Employer on such media as may be desired by the Employer.

## **21. Progress reports and photographs.**

21.1 During the various stages of the Work in the pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer with such materials as charts, net-works, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer and shall be submitted in at least three (3) copies.

## **22. Purpose of design and drawings and specifications and conformance thereto.**

22.1 The drawings and specifications in this tender are to be considered purely indicative and explanatory and no advantage shall be taken of any omission. The contractor will have to execute the work on the basis of the changed drawings and specifications, if necessary without any additional claim whatsoever.

22.2 Drawings and information required from the Bidders are:

- 1) Typical sectional drawing, catalogue, descriptive literature, along with part list, material of construction etc. of all items to be incorporated shall be enclosed with the offer.
- 2) Detailed layout drawing showing for the entire system covered under this specification.
- 3) Final detailed dimensions of each unit/material/fitting and material of construction for each part.
- 4) Layout drawing of all units showing the location of the units.
- 5) Test procedures and details of tests to be conducted on machineries and equipments.

22.3 The contractor shall submit detailed layout plan of the complete system showing all the units clearly. Contractor shall also have to submit detailed elevation and cross section of various structures clearly depicting the detail proposal offered with levels. It is open to the bidder to offer suitable structure with architectural beauty and alternative layout plans.

22.4 It shall be the responsibility of the contractor to promptly bring to the notice of the Engineer-in-charge any error or discrepancy in the contract document and drawings and obtain his orders thereon. Only stated dimensions are to be taken and not those obtained from scaling the drawings. In case any feature of the work is not fully described and set forth in the drawings and specifications, the contractor shall forthwith apply to the Engineer-in-charge for further instructions, drawings and specifications.



## **23. Modifications.**

23.1 The Engineer-in-charge may order modification at any time before the completion of the work. No modification shall be made unless so ordered.

23.2 For all modifications, the Engineer-in-charge will issue revised plans, or written instructions, or both.

## **24. Signed drawings - No authority to the Contractor.**

24.1 Approved drawings alone shall not be deemed to be an order for work unless it is entered in the schedule of drawings under proper attestation of the Contractor by the Engineer-in-charge or unless it has been sent to the Contractor by the Engineer-in-charge with a covering letter confirming that the drawing is an authority for work under the contract.

## **25. Plans and drawings.**

25.1 In the event the bid is accepted the contractor shall have to supply 5 copies of detailed design of units and structural design calculations with drawings showing plan, cross-section, elevations, mechanical equipments clearly to the complete satisfaction of the Employer and within a reasonable time fixed by the Employer.

25.2 The Contractor shall submit the following information, in 5 copies to the Engineer-in-charge for approval within the time stipulated against each item below:

- (a) a general layout plan of construction plant and equipment for the execution of the work, within 30 days from the date of notice to proceed with the work;
- (b) drawings or plan showing the location of major plants and other facilities which he proposes to put up at the site, including any changes in the general layout, at least 14 days prior to the commencement of the respective work; and
- (c) any other details and drawings as required under contract at the times specified in the contract.
- (d) detail design of units and structural design calculations with drawings showing plan, cross section, elevation.

## **26. Construction programme.**

26.1 The contractor shall submit a detailed monthwise construction programme for the current year and yearwise for the remaining period of the total completion period after the date of notice to proceed with work. This program may be reviewed and revised as necessary.

## **27. Reference Points and Bench Mark.**

27.1 The basic center lines, reference points and bench marks will be fixed by the Engineer-in-charge.

27.2 The contractor shall establish at his cost, at suitable points, additional reference lines and bench mark as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all his bench marks and reference lines. He shall take precautions to see that the lines, points and bench marks fixed by the Engineer-in-charge are not disturbed by his work and shall make good any such damage.

## **28. Supply of materials by the Employer.**

28.1 The Contractor shall be responsible for all transport and storage of the materials from the place of issue upto a lead of 10kms. and shall bear all the related costs. The Engineer-in-charge shall be entitled at any reasonable time to inspect or examine all such materials. The contractor shall provide reasonable assistance for such inspection or examination as may be required.

28.2 All materials issued to the contractor and not used on the works shall remain the property of the Employer. The Contractor shall not remove such materials from the site without the prior written approval of the Engineer-in-charge.

28.3 The contractor shall place firm indent for his monthly requirements of these materials atleast three months in advance.

28.4 The contractor shall keep an accurate record of use of Employer materials used on the works in a prescribed manner.

28.5 Whenever materials issued to the contractor are in excess of the requirements, the contractor shall return such surplus materials in identical and satisfactory condition to the place of issue at his cost. The materials returned by the contractor shall be credited to him at the rates at which they were originally issued less the value of any deterioration or damage which may have been caused to the said materials while in the custody of the contractor. On completion of the work, if the contractor fails to return the surplus materials, even after he is directed to do so the Engineer-in-charge in addition to any other liability which the contractor will incur as a result of his own failure to return these materials shall charge him for such surplus materials not return at double the issue rate or the market rate, whichever is higher.

## **29. Materials and Workmanship.**

29.1 All machineries/equipments, materials, articles and workmanship shall be of the most suitable quality for the work.

29.2 The contractor shall without extra cost provide samples and cooperate in the testing of materials and inspection of the works. The Engineer-in-charge shall have access at all time to the places of storages and to the places where the materials are being manufactured or processed for use in the works under the contract, to determine whether their manufacture and process are proceeding in accordance with the drawings and specifications.

29.3 The Engineer-in-charge may reject at any stage, any work which he considers to be defective in quality and he shall not be debarred from rejecting materials brought at site by reason of his having previously passed them in an unworked condition. Any portion of the work or materials rejected shall be removed from the work site by the contractor at his expense, upon written instructions to that effect by the Engineer-in-charge. Replacement of such works or materials shall be made by the Contractor at his expense.

29.4 In lieu of removing the work or materials which are not in accordance with the contract, the Engineer-in-charge may allow such work or materials to remain and, in that case, such work may be paid at the reduced rates as may be decided by the Engineer-in-charge.

29.5 No work shall be covered up or put out of view without the approval of the Engineer-in-charge and the contractor shall afford full opportunity for examination and measurement of such work before it is covered up or put out of view. The contractor shall give due notice to the Engineer-in-charge and he shall, within a reasonable period, arrange for examining and measuring such work, unless he considers it unnecessary and advises the contractor accordingly.

29.6 The contractor shall, at the request of the Engineer-in-charge, open for inspection any work that have been covered up. In the case of work so opened up the Engineer-in-charge shall promptly, after the receipt of an intimation from the Contractor that the work has been opened up, make or cause the inspection thereof to be made. Should the contractor refuse or neglect to comply with such a request, the Engineer-in-charge may cause such work to be opened up. If the said work has been covered up in contravention of the instruction of the Engineer-in-charge, or if on being opened up, it be found not in accordance with the contract requirements, the expenses of opening and replacing it shall be borne by the Contractor. If the work had been covered up with specific approval of the Engineer-in-charge and found to be not in accordance with the contract requirements, the expenses there on shall be borne by the Employer.

29.7 The contractor shall be responsible to make good at his own expense, within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed and which is attributable to the contractor. All notices of such defect shall be given to the contractor promptly. In case the contractor fails to make good the defects, the Engineer-in-charge may employ other persons to make good such defects, and all expenses consequent thereof and incidental thereto shall be borne by the Contractor.

29.8 The contractor shall provide all necessary superintendence during the execution of works and as long thereafter as may be necessary for the proper fulfilling of the contractor's obligations under the contract. The contract or his competent and authorized agent or representative approved of in writing by the Engineer-in-charge, which approval may at any time be withdrawn, is to be constantly present on the works and shall give his whole time to the superintendence of the same. The contractor shall provide and employ sufficient number of qualified men for supervision on all aspects of work. If the contractor fails to appoint suitable persons as directed by the Engineer-in-charge, the Engineer-in-charge will have the full powers to suspend the execution of works until such date as suitable and sufficient number of qualified men are appointed by the contractor and take over the supervision of the works. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

29.9 The contractor shall provide and install all necessary construction plant, equipment and machinery and shall use methods and appliance for the performance of all the operations connected with the works embraced under the contract as well secure a satisfactory quality of work and rate of progress which will ensure the completion of work within the time specified.

29.10 The contractor shall be responsible for the correct setting out of all works at his cost. The contractor shall execute the work true to alignment, grade and levels as shown in the drawings and as directed by the Engineer-in-charge and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer-in-charge to check all alignments, grades, levels and dimensions. He shall proceed further on obtaining approval after checking from Engineer-in-charge or his authorized representative. However, such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work.

### **30. Urgent work.**

30.1 If any urgent work (in respect whereof the decision of the Engineer-in-charge shall be final and binding) become necessary, the contractor shall execute the same as may be directed.

### **31. Information and Data.**

31.1 The information and data furnished herein relating to the works and site conditions are general. It shall be the responsibility of the contractor to fully acquaint himself with the nature and the location of works, quarries, local conditions and other aspects which are relevant to the work.

### **32. Payment and certificates.**

32.1 Payment for civil work will be made to the contractor proportionate to the work done on the basis of the percentage breakup for various works as per schedule of payment. The payment schedule for Civil works is given in **Schedule : 2.**

32.2 Payment for pipeline works will be made to the contractor proportionate to the work done on the basis of percentage breakup for various works as per Schedule of payment. The payment schedule of pipeline works is given in **Schedule : 2.**

32.3 Payment for the work done by the contractor will be based on measurements recorded at various stage of the work. The contractor or his authorized agent or representative shall be present at the time of recording of each set of measurements and shall sign the measurement book or level field book in token of their acceptance.

32.4 If for any reason the contractor or his authorized representative is not available and the work is suspended by the Engineer-in-charge to avoid recording of measurement during the absence of the contractor, the employer shall not entertain any claim from the Contractor for any loss incurred by him on this account. If the contractor does not remain present at the time of such measurements after the contractor has been given a three day notice in writing, such measurements may be taken in his absence and shall be deemed to be accepted by the Contractor.

32.5 Payments will be made to the contractor on application. The contractor shall submit his bills for the work done to the Engineer-in-charge. The Engineer-in-charge shall thereafter verify the claims in the bill, and arrange for admissible payment of the bill, deducting there from all the dues as per terms of the contract. All the Interim payments shall be treated as progress payments and shall be subject to final measurements. All payments will be made by cheque.

32.6 On completion of the entire work, the contractor will submit his final bill. Payment of this bill shall not be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the contractor from his liabilities arising from any defect.

### **33. Advances.**

33.1 Recoverable advance for mobilization as also for plant, equipment and machinery required for the work and brought to site by the contractor shall be given if requested by the contractor. The maximum of such advance shall be 10 percent of the contract amount (5% for mobilization and 5 % for plant, equipment and machinery).

33.2 In case of new plant, equipment and machinery the advance shall be limited to 90 percent the price of such new plant, equipment and machinery paid by the contractor, for which the contractor shall produce satisfactory evidence. In the case of used plant, equipment and machinery, the amount of such advance shall be limited to 75 percent of the depreciated value of plant, equipment and machinery as may be determined by the Engineer-in-charge taking into consideration (i) the year of manufacture. (ii) its general condition, (iii) hours it has worked and (iv) its life.

33.3 The bidder will clearly indicate the existing equipment/machinery that will be transferred and deployed on this project and the additional items of construction machinery/equipment that will be procured by the bidder for deployment on this project.

33.4 This advance shall further subject to the condition that such plant, equipment and the machinery (a) considered by the Engineer-in-charge to be necessary for the works; (b) in working order; and (c) hypothecated to the Government as per given in **Annexure : IV**.

33.5 No advance shall be granted on any piece of plant, equipment and machinery with value of less than ` 20,000.00. No advance for plant, equipment and machinery shall be granted after 8 months from the date of notice to proceed with the work. If the circumstances are considered reasonable by the Engineer-in-charge the period may be extended.

33.6 Recoverable mobilization advance not exceeding 5 percent of the contract value shall be given during 2 months from the date of notice to proceed with the work, if requested by the contractor. A Bank guarantee equal to the amount of each advance from any Nationalised Bank shall be furnished by the contractor, in the form of **Annexure : III** before sanction of the advance.

33.7 The mobilization advance shall not bear any interest. Advance against Plant and machinery may bear a simple interest.

#### **34. Recovery of Advances.**

34.1 Recovery of advances as per clause "Advance" and of the interest thereon, shall be made by the deduction from the contractor's intermediate bills in suitable percentages of the billed amount, subject to the provision that no recovery would be made till the work equal to 10% of the contract value is completed and that entire advance with simple interest thereon shall be recovered by the time work equal to 80% of the contract value is completed. Payments will first be credited to interest due and residual applied to the advance principal.

#### **35. Deviations by Employer.**

35.1 The Engineer-in-charge shall have power to make any deviations in the original specifications or drawings or designs of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works. In the aforesaid purpose or any other reason, if it shall in the opinion of the Engineer-in-charge be desirable he will also have the powers to make deviation, such as (i) variations (ii) extra (iii) additions/omissions and (iv) alterations or substitutions of any kind. No such deviations in the specifications or drawings or designs as aforesaid shall in any way vitiate or invalidate the contract and any such deviations which the contractor may be directed to do shall form integral part of the contract as it originally provided therein and the contractor shall carry out the same on the same conditions in all respect on which he agreed to do the works under the contract.

35.2 The rates for such item of works as are required to be executed due to deviations, as stated aforesaid shall be payable in the manner as stated hereunder:

- i) The rates shall apply in respect of the same item(s) of work to be executed due to variations.
- ii) The rates of such items as far as practicable, shall be derived from analogous item(s) after actual observance at site. The decision to select analogous item(s) shall be taken by the Engineer-in-charge which shall be conclusive and binding on the contractor.
- iii) Provided where analogous items are not available, the rates for such items to be executed shall be determined by the Engineer-in-charge on the basis of actual analysed cost taking the following into consideration:
  - a) Cost of material including taxes and wastages. Allowance of wastage and incidental to works may be taken upto 5% of quantities in case of cement while for steel this provision may be made upto 2.5% only.
  - b) Cost of transportation to site
  - c) Cost of direct wages inclusive of 30% of hidden cost of labour.
  - d) Equipment charges.
  - e) Cost of job facilities like electricity.
  - f) Contractor's overheads and profits @ 20% of (a) to (e).

*Note : In case materials in (a) above are supplied by the employer there will be no overheads and profits on the cost of materials.*

35.3 Under no circumstances, the contractor shall at any stage suspend the work on account of non-settlement of rates of such deviated items.

## **36. Liquidated damages.**

36.1 If the contractor fails to complete the work or a designated part thereof by the stipulated completion date for such part or whole, he shall pay liquidated damages at one-tenth of one percent of the contract value for each incomplete part per day of delay in completion thereof.

36.2 The amount of liquidated damage shall, however, be subject to a maximum of ten percent of the contract value.

36.3 Delays in excess of one hundred days in completion of the work or a designed part thereof will be a cause for termination of the contract and forfeiture of all security for performance.

## **37. Tolls and Duties.**

37.1 The contractor shall, unless otherwise specifically provided in the contract, pay all duties, tolls, quarry fees, royalties and other taxes on all materials and articles that he may use.

### 38. Price Adjustment/Variations.

38.1 Pursuant to **Clause 13, Section-INB**, payment to contractor for work done shall be adjusted for increase or decrease in the cost of labour, materials (except for those materials supplied by the Employer) and Petrol, Diesel, Oil & lubricants (POL) according to the procedure mentioned hereunder and total percentage component of these elements shall be 50% (fifty percent).

#### A-Labour :

If after the date of opening of bid and during the currency of the contract, there is an increase or decrease in the "All India Consumer Price Index", for Industrial workers, the corresponding increase or decrease in the payments to the contractor on this account shall be calculated by the formula:-

$$V1 = \frac{L \times R}{100} \times \frac{(I - I_o)}{I_o}$$

Where V1 = Amount to be adjusted in Contractor's payment for the work done during the quarter under consideration.

L = Labour component in the value of work.

R = Value of work done and payable during the quarter under review (excluding those extra, additional, substituted and altered items of work, whose rates have been worked out and paid on the basis of actual analysis of costs or are based on the current market rates).

I<sub>o</sub> = All India Consumer Price Index for Industrial Workers, General Index (Base 1982=100) for the month of which bids were opened, as published in the R.B.I. Bulletin.

I = All India consumer price Index for Industrial Workers (General) Index with respect to the same base, as above, average for the three months of the quarter under consideration.

#### B-Materials :

If after the date of opening of the bid and during the currency of the contract, there is any increase or decrease in the price of materials (to be arranged by the Contractor), as reflected in the Revised Index numbers of the wholesale prices in India (Base 1981-82=100), group and sub-group (average) all commodities, the corresponding increase or decrease in the payments to the contractor shall be made according to the following formula :-

$$V2 = \frac{K \times R}{100} \times \frac{(M - M_o)}{M_o}$$

Where V2 = Amount of variation payable to or recoverable from the contractor the quarter under review, based on monthly average and adjusted alongwith the bill.

K = Material component (other than those materials supplied by the Employer).

R = Value of work done and payable during the quarter under review (excluding those extra, additional, substituted and altered items of work, whose rates have been worked out and paid, on the basis of actual analysis of costs or are based on the current market rates).

Mo = Revised Index Number of the wholesale prices in India for all commodities (average) (Base 1981-82 = 100) for the month in which tenders were opened, as published in the monthly bulletin issued by R.B.I.

M = The Revised Index Numbers of the wholesale prices in India for all commodities (average) with respect to the same base, monthly over the quarter under review.

### **C-Petrol, Diesel Oil & Lubricants :**

If after the opening of the bid and during the currency of the contract, there is any price variation (increase or decrease) in the cost of petrol, diesel, oil and lubricants, the same shall be paid to or recovered from the contractor in accordance with the following formula:-

$$V3 = \frac{P \times R}{100} \times \frac{(X - X_o)}{X_o}$$

Where V3 = The increase or decrease in the total payment to be made to the contractor during the quarter under review, based on monthly average and adjusted alongwith the bills.

P = Component of respective item in the value of work.

R = Value of work done and payable during the quarter under review (excluding those extra, substituted and altered on actual analysis or the current market rates).

Xo = Actual all inclusive price of respective item of POL on the date of opening of the tender at the nearest Oil Petrol Pump.

X = Actual all inclusive price of item calculated as the average price for the item for the quarter under review at the same Oil Petrol Pump as above (Lube HD 39 shall be taken as in Index for calculation or price variation for all lubricants).

38.2 Provided further that adjustment on account of above sub clause 38.1 shall be subject to the following:

- a) The period for review i.e. the 'Quarter' for calculating the price variation shall be calendar quarter hereunder:

January to March	1 <sup>st</sup> Quarter (both month inclusive)
April to June	2 <sup>nd</sup> Quarter (both month inclusive)
July to Sept.	3 <sup>rd</sup> Quarter (both month inclusive)
Oct to December	4 <sup>th</sup> Quarter (both month inclusive)

In case, however, the contract is allotted during a particular quarter, calculation for price adjustment/variation for remaining part of the quarter, shall be made separately in accordance with the above procedure.



- b) This clause shall be applicable only for the work that is carried out within the completion period or authorized extended time if any.
- c) Variations arising, on account of payment related to rates for extra, altered, substituted items whose cost has been worked out on actual analysed cost or on market price basis as envisaged in clause 35.2 (iii) shall be regulated with reference to such variations in cost as are subsequent to the date of settlement of the rates, instead of the date of opening of the tenders.
- d) No separate escalation whatsoever shall be payable for any increase, statutory or otherwise, in custom duty, excise duty, sales tax, Octroi etc. on materials and on labour required for the execution of the work over and above the provisions made in this clause.
- e) No claim whatsoever for the price adjustment/variation other than those stipulated above shall be entertained.
- f) Percentage component on all items labour, materials and P.O.L. as aforesaid may be specified alongwith tender and should be within 50% (fifty percent) otherwise the tender may be rejected.

### **39. Recoveries.**

39.1 Any recovery from contractor, shall be recovered from any bill or money retained from his contract.

### **40. Access to site and works on site.**

40.1 Suitable access to the Site shall be afforded to the Contractor by the Employer in reasonable time.

40.2 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative,

### **41. Contractor's site office establishment.**

41.1 The Contractor shall establish a Site Office at the Site and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

### **42. Field office records.**

42.1 The Contractor shall maintain at his Site office up-to-date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition, the continuous record of all changes to the above Contract Documents, drawings, specifications, supplementary data, etc. effected at the field. On completion of his total assignment under the Contract, the contractor shall incorporate all such changes on the drawings and other engineering data. Such drawings and engineering data shall be submitted to the Engineer in required number of copies.

### **43. Construction management.**

43.1 The field activities of the Contractors working at Site shall be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and tradesmen of the Employer regarding scheduling and co-ordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.

43.2 The Engineer shall hold weekly meetings of all the Contractors working at Site at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of the discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meeting either with individual contractors or with selected number of Contractors and in such a case the Contractor if called shall attend such meetings.

43.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer satisfying that his action shall compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

43.4 The Engineer shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors as set out earlier.

### **44. Man power report.**

44.1 The Contractor shall submit to the Engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

44.2 The Contractor shall also submit to the Engineer, on the first day of every month, a man power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

### **45. Decision of Engineer-in-charge.**

45.1 It shall be accepted as an inseparable part of the contract that in matters regarding materials workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, the decision of the Engineer-in-charge, which shall be given in writing, shall prevail.

45.2 The Engineer-in-charge may, from time to time in writing delegate to his representatives any of the power vested with him and authorize and shall furnish to the contractor a copy of all such written delegation of power and authorities. Any written instruction or any written approval given by the representatives of the Engineer-in-charge to the contractor within the term of such delegation shall bind the contractor and the employer as though it has been given by the Engineer-in-charge.

45.3 If the contractor is dissatisfied with any decision of the representatives of the Engineer-in-charge, he will be entitled to refer the matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-charge in this regard shall be final and binding on the contractor.

#### **46. Defence of suits.**

46.1 If any action in court is brought against the Employer or Engineer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Employer, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

#### **47. Work during night or on Sundays and Holidays.**

47.1 Unless otherwise provided, none of the permanent works shall be carried out during night, Sundays or authorized holidays without the permission in writing. However, when work is unavoidable or necessary for the safety of life, property of works, the contractor shall take necessary action immediately and advise the Engineer-in-charge accordingly.

#### **48. Income Tax.**

48.1 Deduction will be made towards Income Tax at source by the Employer as directed by the Income Tax Department.

#### **49. Taxes.**

49.1 The rates quoted by the Contractor shall be deemed to be inclusive of taxes, on all materials, where applicable, that he will have to purchase for performance of this contract.

#### **50. GST.**

50.1 As per provision of GST, the manner of deduction shall be as prescribed in GST Rules.

#### **51. GST Clearance Certificate.**

If the contractor is a sales tax / GST assessee, he should produce a valid tax clearance certificate before the payment of the final bill, otherwise the final payment to the contractor will be withheld.

51.1 If the contractor is not liable to sales tax assessment, a certificate to this effect from the competent sales tax authorities shall be produced before payment of the final bill otherwise the final payment to the contractor will be withheld.

## **52. Use and Care of site.**

52.1 The Contractor will be permitted to use, without charge, the site and the lands as allotted to him, for execution of work, labour camps, staff colonies, site offices, workshops or stores and for related activities. The contractor shall not commence any operation on such lands except with the approval of the Engineer-in-charge.

## **53. Protection of Adjoining premises.**

53.1 The contractor shall protect adjoining sites against structural, decorative and other damages that may be caused in course of the execution of these works and make good at his cost any such damage.

## **54. Accidents.**

54.1 It shall be the contractor's responsibility to take protective measures to prevent accidents on the works. He shall indemnify the Employer against any claims for damage or for injury to persons or property resulting from and in course of the work and also under the provisions of the Workmen's Compensation Act.

54.2 On the occurrence of an accident during the course of the work which results in death or which is so serious as likely to result in death, the contractor shall, within twenty four hours of such accident, report in writing to the Engineer-in-charge, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken by him. All other accidents on the works involving injuries to persons or damage to property shall be promptly reported to the Engineer-in-charge stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. In all cases the contractor shall indemnify the Employer against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the matter aforesaid. This includes penalties or fines, if any, payable by the Employer as a consequence of failure to give notice under the Workmen's Compensation Act in regard to such accidents.

54.3 In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act, whether such compensation may become payable by the contractor or by the Employer as the Principal Employer, the Engineer-in-charge may retain out of moneys due and payable to the contractor such sum or sums of money as may, in the opinion of the Engineer-in-charge be sufficient to meet such liability. On receipt of any award of compensation from the competent authority under the said Act, the difference in amount will be adjusted.

## **55. Old curiosities.**

55.1 All minerals, old curiosities, relics, coins and any other item of archaeological importance found in excavation or pulling down shall be the property of the Employer and shall be handed over to the Engineer-in-charge. Should any structure be uncovered, the Engineer-in-charge's instruction shall be obtained before its demolition or removal.

## **56. Force Majeure.**

56.1 Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God, such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature, and other acts restricted to invasion, the act of foreign countries, hostilities or warlike operations before or after declaration of war, rebellion military which prevent performance of the contract and which could not have been foreseen or avoided by prudent persons.

## **57. Extension of Time.**

57.1 Time shall be considered as the essence of the contract. If, however, the failure of the contractor to complete the work as per the stipulated dates arises from delays on the part of Employer in supplying the materials or equipment it has undertaken to supply under the contract or from delay in handing over sites, or from increase in the quantity of work to be done under the contract, or force majeure, an appropriate extension of time will be given. The contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

## **58. Certificate for completion of work.**

58.1 As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-in-charge and within one month of the receipt of such notice, the Engineer-in-charge shall furnish the contractor with a certificate of the completion or otherwise inform him in writing giving reasons for not granting the certificate. The completion certificate shall not relieve the contractor of any of his obligations of the contract survive by the terms & conditions of the contract after issue of such certificate.

## **59. Taking over.**

59.1 The employer shall take over the site and the works within seven day of the Engineer issuing a certificate of completion.

## **60. Defect Liability Period.**

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

60.2 **Tests :** If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. All electrical and mechanical items shall be subjected to Third Party inspection at the cost of Employer. The Contractor shall provide all necessary details such as manufacturer's/supplier's address and location of the manufacturing site well in advance to the Employer for such purpose.

60.3 **Correction of Defects :** The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at completion. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time, notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

60.4 **Uncorrected Defects :** If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will correct the defect, assess the cost of having the Defect corrected and the Contractor will pay this amount.

60.5 The defects liability period is 2 years.

## **61. No claim for delayed payment due to dispute etc..**

61.1 No claims for interest or damages will be entertained by the Employer with respect to any money or balance which may be lying with the Employer owing to any dispute, difference or misunderstanding between the Engineer-in-charge on the one hand and contractor on the other or with respect to any delay on the part of the Engineer-in-charge in making periodical or final payments or in any other respect whatsoever.

## **62. Time Limit for Claims.**

62.1 Any claim raised by the contractor should have been registered with the Engineer-in-charge and not before any subordinate authority within 90(ninety) days. He is precluded from raising any such claim after the expiry of the above period.

## **63. Release of Claims.**

63.1 After completion of the work and prior to final payment the contractor shall furnish to the Engineer-in-charge, a release of claims against the Employer arising out of the contract, other than claims specifically identified, evaluated and excepted from the operation of the release by the contractor.

## **64. Certificate not to affect right of Employer and liability of contractor.**

64.1 No interim payment certificate of the Engineer, nor any sum paid on account by the Employer, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Employer against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which he is bound to indemnify the Employer, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of Employer against the Contractor.

## **65. Suspension of work.**

65.1 The Employer reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for Suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period of equal duration of the suspension.

## **66. Default by Contractor.**

66.1 If, the contractor shall neglect or fail to proceed with works with due negligence or violates any of the provisions of the contract, the Engineer-in-charge may give the contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After such notice is given, the contractor shall not remove from the site, any plant, equipment and materials. The Employer shall have a lien on all such plant, equipment and materials, from the date of such notice, till the deficiencies have been corrected.

66.2 If the Contractor fails to take satisfactory corrective action within fourteen days after receipt of the notice, the Engineer-in-charge will terminate the contract in whole or in part. In case the entire contract is terminated, the amount of security deposit together with the value of the work done but not paid for shall stand forfeited to the Employer. The plant, equipment and materials held under lien shall be at the disposal of the Employer.

66.3 The Engineer-in-charge may also take possession of the whole or part of the works, site, plant, equipment and materials brought or placed thereon and cause the whole or part of the work to be completed by utilizing them through other agencies, at the cost of the Contractor. In such case, the value of the work done through such agencies shall be credited to the contractor at his contract prices.

66.4 On completion of such works, if the expenses incurred for carrying out such work, as certified by the Engineer-in-charge, are in excess of the value of the work credited to the contractor, the difference shall be paid by the contractor to the Employer. He shall also be liable for the liquidated damages under the contract.

66.5 The Engineer-in-charge may direct that a part or the whole of such plant, equipment and materials be removed from the site within a stipulated period. If the contractor fails to do so, the Engineer-in-charge may cause them to be sold, holding the net proceeds of such sale to the credit of the contractor. After completion of the works and settlement of accounts, the lien by the Employer on the contractor's plant, equipment and balance of materials shall be released.

66.6 Termination of the contract either in whole or in part shall be adequate authority for the Engineer-in-charge to demand discharge of the obligation from the guarantors of the security for performance.

## **67. Contractor Dying, Becoming Insolvent, Insane or Imprisoned.**

67.1 In the event of the death or insanity of the contractor, the contract may be terminated by notice in writing, pasted at the site and advertised in one issue of the local newspaper. All acceptable works shall thereafter be paid at appropriate rates after recovering all the contractor's dues to Employer, to the persons entitles to receive and give a discharge for such payment.

67.2 If the contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them or being a partnership firm becomes dissolved, or being a company goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the Employer, shall be at liberty.

- (a) to give such liquidator, receiver or other person in whom the contract may become vested the option of carrying out the contract or a portion thereof to be determined by the Employer, subject to his providing an appropriate guarantee for the performance of such contract, or
- (b) to terminate the contract forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further actions as provided in the clause 'Default by Contractor' and treating as if this termination is ordered under that clause.

## **68. Foreclosure of Works by Employer.**

68.1 If, at any time after award of the contract, the Employer for reason whatsoever, does not requires the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor. The contractor shall not have claim to any compensation whatsoever on account of any profit or advantage which he might have derived from the execution of such works.

68.2 Thereupon, the contractor shall be paid at contract rates for works executed and in a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be fully utilized on the work because of the foreclosure:

- (a) Preliminary site work such as temporary access roads, temporary labour huts, staff quarters and the site offices, storage accommodation and water storage tanks.
- (b) Contractor's materials either brought to site or ordered for which the contractor is legally bound to accept delivery from the suppliers, provided, however, that the quantities of such materials are not in excess of reasonable requirements of works. The decision of the Engineer-in-charge in respect of reasonable quantity required for works will be final and conclusive. If the contractor wishes to take away some of the materials, the Engineer-in-charge may permit him to do so;
- (c) Materials supplied by the Employer except for normal wastage shall be returned at rates at which these were originally issued less allowance for any deterioration or damage which may have been caused while those materials were in the custody of the contractor. The Contractor shall also be paid the cost of transporting such materials from the PHED stores to the site and from the site to PHED stores, as the case may be;
- (d) Transporting of contractor's tools and plants from the Contractor's permanent stores to site and from site to the contractor's permanent stores; and
- (e) Mobilisation and repatriation of the contractor's site staff and imported labour.

68.3 The contractor shall, if required by the Engineer-in-charge, furnish him books of accounts and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

## **69. Frustration of contract.**

69.1 In the event of frustration of the Contract because of supervening impossibility in items of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in *sub-clause 69.3* below.



69.2 In the event of non-availability or suspension of funds for any reasons whatsoever (except for reason of willful or flagrant breach by the Employer and/or Contractor) then the Works under the Contract shall be suspended. Furthermore, if the Employer is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

69.3 In the event referred to in *sub-clauses 69.1 & 69.2* above, the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on "Quantum merit" basis which shall be determined by mutual agreement between the parties.

## **70. Grafts and commissions etc..**

70.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or anyone on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Employer, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Employer resulting from any cancellation. The Employer shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

## Section : VI

### Special Conditions of Contract (SCC)

#### 1. General information.

1.1 The following Special Conditions of Contract shall supplement the General Terms & Conditions of Contract, Section GCC.

1.2 The requirement, conditions etc. stated in different volumes shall apply to and shall be considered as part of this volume, as if bound together.

1.3 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the provisions of the bidding documents. All deviations to the specification shall be clearly brought out in respective schedules of deviations. Any discrepancy between specification and bid if not clearly brought out in the schedule, will not be considered as a valid deviation.

#### 2. Scope.

2.1 Detailed scope of work is specified in the Technical Specifications, which inter-alia includes the following :

The work under this tender envisages Survey, Engineering, Design and Construction of Intake Structure, Sedimentation Tank (1.6 x 1.6 x 2.6)m, Construction of Slow Sand Filter (7.2 x 3.6 x 2.5)m, Clear Water Reservoir (5.4 x 5.4 x 3.00)m, Laying of 100mm dia. (K-9) DI Gravity Main for a length of 1300 Rm, Laying of 65mm dia for a length of 4630Rm. GI Feeder Main, Laying of 40mm dia. Distribution Mainline for a length of 6490Rm, Construction of Main Reservoirs at Lawsohtun Block VI & Zonal Reservoirs at Lawsohtun Block I, II and III (5.50 x 5.50 x 3.00)m and (3.5 x 3.5 x 2.6)m including appurtenant works all complete..

#### 3. Qualifying requirements.

3.1 The qualifying requirements for the work shall be in accordance with Clause 2 of Instruction to Bidders (INB).

#### 4. Bid opening and evaluation.

4.1 The Bid opening and bid evaluation shall be carried out by the employer as per Clauses contained in *E. Bid opening and evaluation*, Section: Instruction to Bidders.

#### 5. Work Schedule.

5.1 The requirement of completion of testing and commissioning of the project shall be 18 months from the date of LOA.

#### 6. Prices.

6.1 The Bidder shall indicate in the appropriate Price Schedules attached to these documents, the lump-sum price for the entire scope of work covered under the Bidding Documents.

## **7. Terms of payment.**

7.1 The payment to the contractor for the performance of the contract shall be made by the employer as per **Clause 32, Section:GCC**.

## **8. Mode of payment**

8.1 All payments under the contract shall be released directly to the contractor.

## **9. Insurance.**

9.1 Insurance shall be as specified in **Clause 16, Section:INB** and **Clause 17, Section:GCC**.

## **10. Liquidated damages for delay in completion.**

10.1 Liquidated damages shall be as per the conditions specified in **Clause 36, Section:GCC**.

## **11. Bid Security.**

11.1 Bid security shall accompany the bid for an amount of ` 6.00 lakh (Rupees Six Lakhs) only and in the manner as set forth in **Clause 18, Section INB** of the Bidding Documents.

11.2 Any bid not accompanied by a Bid Security as set forth in **Clause 18, Section:INB** and herein above shall be rejected by the employer as non-responsive.

## **12. Housing facilities.**

12.1 The Employer shall provide the land to the contractor for developing the housing facilities to staff and labour for the construction period in the vicinity of the project site without any charges. Provision of housing facilities to staff however will be the responsibility of the contractor. On completion of work the vacant possession of the land shall have to be given to the Employer, duly cleared of all debris.

## **13. Water supply.**

13.1 The contractor shall be permitted to take water from the river or any natural stream as permitted by Engineer-in-charge for his own use free of charge but shall at all times keep his usage of water to the minimum.

13.2 The contractor shall be responsible for the supply and re-circulation of water for his own use and for the site offices of the Engineer-in-charge.

13.3 The contractor's method of storage of water for construction purposes shall be in accordance with the proposal as approved by the Engineer-in-charge.

13.4 Separate payment shall not be made for the provision for water supply and for the facilities and works envisaged in this clause and all cost of this work shall be deemed to have included in the lumpsum contract.

#### **14. Camp Regulations.**

14.1. The contractor shall be responsible for maintaining good order in his camp and on his work and to that end shall maintain sufficient officers, watchman and other persons as required.

14.2 Unauthorized or undesirable persons shall have to be removed from the camp and from the works. If in the opinion of the Engineer-in-charge any employee or agent of the contractor misbehaves and/or causes obstructions in the proper execution of work or otherwise makes himself undesirable, the contractor shall on receipt of instructions to do so, remove him from the site and the camp.

14.3 The contractor shall provide and install an adequate treatment process for disposal of sewage from all houses, offices, camps and other buildings constructed and occupied by the Contractor, including the site office for the Engineer-in-charge.

14.4 Separate payment shall not be made for complying with the requirements of this clause and all cost shall be deemed to have been included in the lumpsum contract.

#### **15. Medical Facilities.**

15.1 The contractor is expected to make his own arrangements for normal medical aid to their staff and labour. Serious cases shall have to be referred to Civil and other Hospital at Shillong. Facilities of ambulance van should be available with the contractor.

15.2 The contractor shall provide at his own cost first-aid arrangements at the various work spots in accordance with the State Labour Rules and Regulation and as may be directed by the Engineer-in-charge.

#### **16. Electric Power Supply.**

16.1 All work sites and colonies shall be suitably lighted by the contractor at his own expense for proper execution and inspection and to the satisfaction of the Engineer-in-charge.

16.2 The contractor shall at his own expenses install and maintain necessary distribution system for distributing the power supply to the various work sites and colonies. Electrical works of the contractor shall conform to the rules & regulations relating to such works in force from time to time.

16.3 The Electrical distribution system of the contractor including safety devices should be to such standards as approved by the employer or the concerned authorities.

#### **17. Local Roads and Haul Roads.**

17.1 The contractor's heavy construction traffic or tracked equipment shall not traverse any public roads or bridges, unless the contractor has made agreement with the authority concerned and the approval of the Engineer-in-charge to such arrangements has been obtained.

17.2 The contractor shall plan transportation of construction materials to the site in such a way that the road accidents are avoided.

17.3 The contractor shall construct and maintain at his own cost all suitable temporary haul roads at the work site as may be found necessary by him for the execution of the work. The location of all such haul roads and any subsequent modifications thereto shall be got approved by the Engineer-in-charge.

17.4 During the period of the contract, the Employer and other contractors employed by the Employer may be engaged on other works in the vicinity of the works covered by this contract. The contractor shall allow Employer and other contractors free and reasonable use of all temporary roads except vital haul roads upon which the contractor may impose restrictions to prevent interruption to concrete hauling operations. Any such restrictions must be approved by the Engineer-in-charge.

17.5 Separate payment will not be made for the construction and maintenance of the temporary haul roads including any necessary special protections or strengthening required and all cost of such work shall be deemed to have been included in the lumpsum contract.

## **18. Royalties.**

18.1 Payment towards royalties on construction materials is required to be made as per the laws of the state and as per existing rates. The same would be recovered from the running bills and paid by the employer to the authorities concerned.

## **19. Lighting and Fire Prevention.**

19.1 Temporary lighting equipment of approved layout and standards as required and necessary to accommodate and facilitate the contractor's work operations shall be provided, installed, maintained and removed by and at the expense of the contractor.

19.2 The contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to or destruction by fire of trees, shrubs and grasses.

19.3 Separate payment will not be made for the provision of temporary lighting and fire prevention measures and all cost of such work shall be deemed to have been included in the lumpsum contract.

## **20. Use of Construction Facilities.**

20.1 It is possible that work at, or in the vicinity of the project site will be performed by the Employer or by other contractors engaged in work for the Employer during the contract period. The contractor shall without charge permit the Employer and such other contractors and other workmen to use the access facilities including roads, lighting installation and any other facilities constructed or acquired by the contractor for use in the performance of the works.

## **21. Deduction to be made from the contractor's bills.**

21.1 Deductions towards the recovery of advances and interest thereon and the cost of materials supplied by the Employer shall be made from the Contractor's bills as under:

- (i) Recovery of the advances and interest shall commence when gross (progressive total) interim payments reach 10 percent of the contract value.
- (ii) Interest at the rate of twelve percent per annum shall be calculated on the first day of every month separately on
  - (a) Amounts of advances for plants and machinery required for the work and brought to site outstanding on the first day of the preceding month.
  - (b) Amounts of interest remaining to be recovered on the first day of the preceding month.
- (iii) The recovery shall be made at the rate of 20 percent of the total amount of that bill until the gross amount of the intermediate bills equals to 50 percent of the original contract value. Later at the rate such that the total advance and the interest thereupon is recovered in full by the time 80% payment of the contract value is made.
- (iv) The sums so deducted will be applied towards:
  - (a) Recovery of mobilization advances.
  - (b) Recovery of advances on plant and machinery.
  - (c) Recovery of interest on advances on plant and machinery and on outstanding amounts of interest thereon.
- (v) Deduction towards materials issued to the contractor shall be made from the intermediate bill of the contractor to the extent of its use on the work to be paid.
- (vi) Amounts due for recovery on account of hire charges of Employer's machinery and other facilities as also charges and for expenditure, if any, incurred by the Employer on contractor's behalf on labour and materials which may become due from the contractor as per this contract as well as under any other prevalent laws prevailing which may become due will be recovered from the payments to the contractor as and when due.
- (vii) Deduction towards income-tax shall be made at source by the Employer as may be directed by the Income tax Dept..

## **22. Materials issued by Employer.**

22.1 When materials are supplied by Employer, the Employer reserves the right to direct the contractor to provide the means of protection for materials which might reasonably be required for their storage and care, but the exercise of or failure to exercise this right shall not be deemed to relieve the contractor of his responsibility for protecting these materials.

22.2 Any materials to be incorporated in the works which is damaged after delivery to the contractor and which can be repaired satisfactorily as determined by the Engineer-in-charge shall be so repaired by the contractor at his cost. Where damaged materials cannot be repaired satisfactorily as determined by the Engineer-in-charge the contractor at his cost shall replace such item with similar material as approved.

22.3 If the Employer is unable to supply the materials properly as requested, the Employer shall advise the contractor at least one week in advance that the materials are not available. In such a case the contractor may obtain the materials from elsewhere as approved by Engineer-in-charge and submit to him for approval of the cost of the materials. The contractor may received a price adjustment for any change in cost of the materials.

## **23. Explosives.**

23.1 The Employer may supply explosive materials if requested by the contractor. There may be delay in obtaining materials by the Employer and the contractor is therefore required to keep in touch with the day to day position of supply of materials from Engineer-in-charge to adjust the progress of the work so that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining such materials.

23.2 Upon receipt of a written request for materials from the contractor the Employer may provide such materials as available, issue to the contractor the requested materials for use by the contractor in temporary works required for the execution of the works.

23.3 The contractor shall be charged for the cost of such materials as per rates applicable. The contractor shall furnish together with his written application, details and supporting calculations to demonstrate the need for such materials in the temporary works. The Government does not guarantee that these materials will be available at any time. The contractor in his planning should recognize this and ensure that requests are made well in advance of the date the materials are required. As these materials are controlled by the Employer, a full account of the materials as used shall be furnished by the Contractor to the Engineer-in-charge upon completion of the temporary works for which application for materials was made.

## **24. Bidder to inform himself.**

24.1 The Government does not guarantee the correctness of interpretations, deductions or conclusions which are given as supplementary information in the Bidding documents or in any reports, maps, drawings, diagrams or in other reference information available to the bidder from the Employer or otherwise. The statements contained in the "Reference and Information" section have been produced as found, communicated to, ascertained or otherwise learned by the Employer.

24.2 It will be the Bidder's responsibility to satisfy himself from the "Reference and Information" and/or inspection of the site.

24.3 Failure by the Bidder to have done all the things which in accordance with this condition he is deemed to have done shall not relieve the successful Bidder of the responsibility for satisfactorily completing the works as required.

## **25. Progress Payment**

25.1 In accordance with the provisions of **clause 32** of the General Conditions of Contract, the contractor shall submit to the Engineer-in-charge, with supporting documents, a bill showing in details the value of the work done in accordance with the contract together with all further sums which the contractor considers is due to him under the contract.

25.2 Deductions from the amount of the progress payment shall be made for repayment of advances, interest payments and materials supplied by Employer in accordance with the Contract.

## **26. Final Payment.**

26.1 Within one month of completion of the work the contractor shall submit to the Engineer-in-charge, a statement of final amount with supporting documents showing in detail the value of the work done in accordance with the contract together with all further sums which the contractor considers to be due to him under the contract. As provided in **clause 32** of the General Conditions of Contract, within three months after the receipt of this final account and of all information reasonably required for its verification, the Engineer-in-charge shall issue a certificate:

- (a) the amount which in his opinion is finally due under the contract (after giving credit to the Employer for all amounts previously paid by the Employer and to all sums to which the Employer is entitled under the contract); and
- (b) the balance, if any, due from the Employer to the Contractor or from the contractor to the Employer, as the case may be, such balance shall, subject to **clause 32** of General Conditions of Contract, be paid to or by the contractor as the case may require within one month of the Certificate.

## **27. Security Measures.**

27.1 Security requirements for the work shall be in accordance with the Employer's general requirement including provision of this clause and the contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees of his sub contractors.

27.2 All contractor's employees, representative and sub-contractor's employees shall wear identification badges provided by the contractor. Badges shall identify the contractor, show an employee's number and shall be worn at all times while at the site.

27.3 All vehicles used by the contractor shall be clearly marked with the contractor's name.

27.4 The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to, maintenance of order on the site, provisions of all lighting, fencing, guard flagmen, and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all material delivered to the site, all persons employed in connection with the works, continuously throughout working and non-working periods including nights, Sundays and holidays, for duration of the contract.

27.5 Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect.

27.6 Separate payment for provision of security services will not be made and the cost of this work shall be deemed to have been included in the lumpsum contract.

## **28. Ancillary and Temporary works.**

28.1 The Contractor's proposals for the erection of all ancillary and temporary works shall be in accordance with the proposal submitted with the bid or approved modifications.



28.2 The Contractor shall submit drawings and full particulars of all such works to the Engineer-in-charge for approval atleast three months before he desires to commence constructing such works. Approval by the Engineer-in-charge of any such proposals shall not relieve the contractor of any responsibility for the sufficiency of such works.

28.3 Separate payment will not be made for complying with the provisions of this clause and the cost of this works shall be deemed to be included in the lumpsum contract.

## **29. Ecological Balance**

29.1 The contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operations as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, contractor shall observe the following instructions.

(a) Where necessary destruction, scarring, damage or defacing may occur as a result of the operations, the same shall be repaired, replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives which will prevent scattering of rocks or other debris outside the work area. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-charge.

(b) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damaged that may be caused by the contractor's construction operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer-in-charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-charge. Tree shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term injury shall include without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.

(c) The contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastes into river. Such pollutants and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial waste, radio-active, substances, mercury, oil and other petroleum products, aggregate processing tailing, mulch products, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-in-charge.

(d) In conduct of construction activities and operation of equipments, the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize the air pollution. The excessive emission of dust into the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as are necessary for collection and disposal or prevention of dust during these operations. The contractor's method of storing and handling cement shall also include means of eliminating atmospheric discharges of dust. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials and rubbish may be permitted only when atmospheric conditions for burning or considered favorably.

29.2 Separate payment will not be made for complying with provisions of this clause and all costs shall be deemed have been included in the lumpsum contract.

### **30. Action where no specification**

30.1 In the case of a job for which specifications have remained to be prescribed, such works shall be carried out in accordance with the directions of the Engineer-in-charge.

### **31. Mode of Use of payments Received out of the Contract**

31.1 The contractor shall open an account in the local bank. All payments received by him out of the contract would be deposited in this account. A pre-specified percentage covering profits, overheads and prorata recovery of the seed money invested in mobilization of resources and such other charges with the approval of the Engineer-in-charge may be repatriated to Head Office and the balance, as required, shall be utilized for the execution of the work under the contract. If this money falls short of the requirement for satisfactory fulfillment of the contract then the contractor will have to arrange finances from alternative sources as deemed fit. In no case the work would be allowed to suffer from inadequate financial resources and in case of default or delay necessary action would be taken as per the terms of the contract.

### **32. Trading License**

32.1 Contractor shall have to obtain Trading License from Khasi Hills Autonomous District Council before the acceptance and commencement of work. License may be renewed every year after paying the renewal fee as required.

32.2 In case of consortium of two or three firms as partners, all the partners shall have to obtain Trading License pursuant to **Clause 32.1** above.

## Section : VII

### Contract Labour Laws and Regulations

Contract labour employed by the firm and/or consortium of two or three firms as partners for construction of the works under this contract shall be governed by contract labour (Regulation and abolition) Act 1970 as amended from time to time. Tenderers should acquaint themselves with these laws and regulations.

#### 1. License.

##### 1.1 Application for License :

1.1.1 Every application by a contractor for the grant of a license shall be made in triplicate, in Form-IV, to the licensing officer of the area (Labour Commissioner, Govt. of Meghalaya, Shillong) in which the establishment, in relation to which he is the contractor, is located.

1.1.2 Every application for the grant of a license shall be accompanied by a certificate by the Principal employer in Form-V to the effect that applicant has been employed by him as a contractor in relation to his establishment and that he undertakes to be bound by all the provisions of the Act and the rules made thereunder in so far as the provisions are applicable to him as principal employer in respect of employment of contract labour by the applicant.

1.1.3 Every such application shall be either personally delivered to the licensing officer or sent to him by registered post.

1.1.4 On receipt of the application referred to in sub-rule (1), the licensing officer shall, after noting thereon, the date of receipt of the application, grant an acknowledgement to the applicant. Every application referred to in sub-rule (1) shall also be accompanied by a treasure receipt showing:-

- i) the deposit of the security at the rates specified in Rules, and
- ii) the payment of the fees at the rates specified in Rules 26.

1.1.5 Matters to be taken into account in granting or refusing license: In granting or refusing to grant a license, the licensing officer shall take the following matters into account namely:

- a) whether the applicant:
  - i) is a minor, or
  - ii) is a unsound mind and stands so declared by a competent court, or
  - iii) is an undischarged insolvent, or
  - iv) has been convicted (at any time during a period of five years immediately preceding the date of application) of an offense which, in the opinion of the State Government, involves morals turpitude:
- b) whether there is a order of the appropriate Government or an award or settlement for the abolition of contract labour in respect of the particular type of work in the establishment for which the applicant is a contractor:

- c) whether any order has been made in respect of the applicant under subsection (1) of section 14, and if so, whether a period of three years has elapsed from date of that order:
- d) whether the fees for the application have been deposited at the rates specified in Rules 26, and
- e) whether security has been deposited by the applicant at the specified in Rule 24.

## **1.2 Refusal to grant license:**

1.2.1 On receipt of the application, and as soon as possible thereafter, the licensing officer shall make such enquiry as he considers necessary to satisfy himself about the eligibility of the applicant for a license.

- i) Where the licensing officer is of opinion that the license should not be granted, he shall, after affording reasonable opportunity to the applicant to be heard, make an order rejecting the application.
- ii) The order shall record the reasons for the refusal and shall be communicated to the applicant.

## **1.3 Security:**

1.3.1 Before a license is issued, an amount calculated as applicable for each the workman to be employed as contract labour, in respect of which the application for license has been made shall be deposited by the contractor for due performance of the conditions of the license and compliance with the provisions of the Act or the rules made thereunder.

## **1.4 Forms and terms and conditions of license:-**

1.4.1 Every license granted under sub-section (1) or renewed under Rule 29 shall be subject to the following conditions, namely:-

- i) the license shall be non-transferable;
- ii) the number of workmen employed as contract labour in the establishment shall not, on any day, exceed the maximum number specified in the license;
- iii) save as provided in these rules, the fees paid for the grant or as the case may be, for renewal of the license shall be non-refundable;
- iv) the rates of wages payable to the workmen by the contractor shall not be less than the rates prescribed under the Minimum Wages Act, 1948 (II of 1948), for such employment where applicable, and where the rates have been fixed by agreement, settlement or award, not less than the rate so fixed;
- v) (a) in cases where the workmen employed by the contractor perform the same or similar kind of work as the workmen directly employed by the principal employer of the establishment, the wage rates, holidays, hours of work and other conditions of service of the workmen of the contractor shall be the same as applicable to the workmen directly employed by the principal employer of the establishment on the same or similar kind of work; Provided that in the case of any disagreement with regard to the type of work the same shall be decided by the Labour Commissioner (Meghalaya).
- (b) in other cases the wage rates, holidays, hours of work and conditions of service of the workmen of the contractor shall be such as may be specified in this behalf by the Labour Commissioner (Meghalaya), vide Notification Dated 1<sup>st</sup> June 2004 as amended from time to time (Annexure-I).

**Explanation :** While determining the wage rates, holidays, hours of work and other conditions of service under (b) above, the Labour Commissioner, Meghalaya, shall have due regard to the wage rates, holidays, hours of work and other condition of service obtaining in similar employments.

vi) a) in every establishment where twenty or more women are ordinarily employed as contract labour, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years;

b) one of such rooms shall be used as a play room for the children and other as bedroom for the children;

c) the contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the sleeping room;

d) the standard of construction and maintenance of the creches shall be such as may be specified in this behalf of the Labour Commissioner (Meghalaya).

vii) the license shall notify any change in the number of workmen or the conditions of work to the licensing officer.

## **1.5 Fees:**

1.5.1 The fees to be paid for the grant of a license under Section 12 shall be as specified below:-

If the number of workmen employed by the contractor on any day:

- a) is 20
- b) exceeds 20 but does not exceed 50
- c) exceeds 50 but does not exceed 100
- d) exceeds 100 but does not exceed 200
- e) exceeds 200 but does not exceed 400
- f) exceeds 400

## **1.6 Validity of the license:**

1.6.1 Every license granted under Rule 25 or renewed under Rule 29 shall remain in force for twelve months from the date it is granted or renewed.

## **1.7 Amendment of the license:**

1.7.1 A license issued under Rule 25 or renewed under Rule 29 May, for good and sufficient reasons be amended by the licensing officer.

1.7.2 The Contractor who desires to have the license amended shall submit to be licensing office an application stating the nature of the amendment and reasons therefore.

1.7.3 If the licensing officer allows the application, the applicant shall required to furnish a treasury receipt for the amount, if any, by which the fees that would have been payable if the license had been originally issued in the amended form exceeds the fees originally paid for the license.

1.7.4 On the applicant furnishing the requisite treasury receipt the license shall be amended according to the orders of the licensing officer.

1.7.5 Where the applicant for amendment is refused, the licensing officer shall record the reasons for such refusal and communicate the same to the applicant.

## **1.8 Renewal of License:**

1.8.1 Every contractor shall apply to the licensing officer for renewal of the license.

1.8.2 Every such application shall be in Form VII in triplicate and shall be made not less than thirty days before the date on which the license expires, and if the application is so made, the license shall be deemed to have been renewed until such date when the renewed license is issued.

1.8.3 The fees chargeable for renewal of the license shall be the same as for the grant thereof: Provided that if the application for renewal is not received within the time specified in sub-rule (2), a fee of 25 percent in excess of the fee ordinarily payable for the license shall be payable for such renewal: Provided further that in case where the licensing officer is satisfied that the delay in submission of the application is due to unavoidable circumstances beyond the control of the contractor, he may reduce or remit as he thinks fit the payment of such excess fee.

## **1.9 Issue of duplicate license :**

1.9.1 Where a license granted or renewal under the preceding rules has been lost, defaced or accidentally destroyed a duplicate may be granted on payment of fees of rupees five.

## **1.10 Refund of security:**

1.10.1 On expiry of the period of license the contractor may, if he does not intend to have his license renewed, make an application to the licensing officer for the refund of the security deposited by him under Rule 24.

If the licensing officer is satisfied that there is breach of the conditions of license or there is no order under section 14 for the forfeiture of security or any portion thereof, he shall direct the refund of the security to the applicant.

1.10.2 If there is any order directing the forfeiture of any portion of the security the amount to be forfeited shall be deducted from the security deposit, and balance, if any, refunded to the applicant.

1.10.3 Any application for refund shall, as far as possible be disposed of within 60 days of the receipt of the application.

## **1.11 Grant of temporary license:**

1.11.1 Where conditions arise in an establishment requiring the employment of contract labour immediately and such employment is estimated to last for not more than fifteen days, having jurisdiction over the area in which the establishment is situated.

1.11.2 The application for such temporary license shall be made in triplicate and shall be accompanied by a treasury receipt or a crossed postal order drawn in favour of the appropriate registering or licensing officer, as the case may be showing the payment of appropriate fees and in the case of license the appropriate amount of security also.

1.11.3 On receipt of the application, complete in all respects, and on being satisfied either an affidavit by the applicant or otherwise that the work in respect of which the application has been made would be finished in a period of fifteen days and was of a nature which could not be carried out immediately, a license in Form XI, for not more than fifteen days.

1.11.4 Where a license is not granted the reasons therefore shall be recorded by the licensing officer.

1.11.5 The fees to be paid for the grant of a license under sub-rule (3) shall be as applicable:

## **2. Labour Regulations.**

### **2.1 Application :**

2.1.1 These rules shall apply to all construction works to be carried out under this contract.

2.1.2 Unless otherwise expressed or indicated the following works and expression shall have the meaning assigned to them as under:

- (a) **"Labour"** means workers employed by a contractor directly or indirectly through a sub-contractor, or by an agent on his behalf.
- (b) **"Fair wage"** means wages which shall include wages for weekly day of rest and other allowances whether for time or piece work after taking into consideration prevailing market for similar employment in the neighbourhood but shall not be less than minimum rates of wages fixed under the Minimum Wages Act.
- (c) **"Contractor"** for the purpose of these Regulations shall include an agent or subcontractor employing labour on the work taken on contract.
- (d) **"Inspecting officer"** means any Labour Enforcement Officer or Assistant Labour-Commissioner of the Labour Commissioner's Organisation, Government of Meghalaya, Shillong.
- (e) **"Form"** means a form appended to these Regulations.

2.1.3 Notice of Commencement : The Contractor shall, within seven days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information.

- a) Name and situation of the work.
- b) Contractor's name and address
- c) Particulars of the Department for which the work undertaken.
- d) Name and address of sub-contractor as and when they are appointed.
- e) Commencement and probable duration of the work.
- f) Number of workers employed and likely to be employed.
- g) "Fair wages" for different categories of workers.

2.1.4 Number of hours of work which shall constitute a normal working day for an adult shall be EIGHT hours. The working day of an adult workers shall be so arranged that inclusive of intervals, if any for rest, it shall not exceed more than 12 hours on any day. When an adult worker is made to work for more than EIGHT hours any day or for more than FORTYEIGHT hours in any week, he shall, in respect of overtime work, be paid wages.

NOTE: The expression **"Ordinary rate of wages"** means the fair wage of the worker is entitled to

2.1.5 Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have substituted a rest day, on one of the five day immediately before or after the rest day, provided that no substitution shall be made which will result in the worker working for more than ten (10) days consecutively without a rest day for a whole day. Where in accordance with the foregoing provision a worker working on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest at the overtime rate of wages.

2.1.6 Fixation of Wage periods : The contractor shall fix periods in respect of which wages shall be payable. No wage period shall normally exceed one week.

2.1.7 Payment of wages:

(i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coin or currency or in both.

(ii) Wages of every worker employed on the contract shall be paid where the wage period is one week, within THREE days from the end of the wage period, and in any other case before the expiry of the 7<sup>th</sup> day or 10<sup>th</sup> day from the end of the wage period accordingly as the number of worker does not exceed 1,000 or exceed 1,000.

(iii) When employment of any worker is terminated by or on behalf of the contractor, the wage earned by him shall be paid before expiry of the day succeeding the end on which employment is terminated.

(iv) Payment of wages be made at the work site on a working day when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal working time.

(v) Wages shall be paid without any deductions of any kind except those specified by the Government of Meghalaya by general or special order in this behalf or permissible under the payment of Wages Act, 1936 (4 of 1935).

(vi) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Principal Employer under acknowledgement.

(vii) The Principal Employer shall ensure the presence of his authorized representative at the place and time of disbursement of wages by the Contractor to workmen and it shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorized representative.

(viii) The authorized representative of the principal employer shall record under his signature a certificate at the end of the entries in the Register of Wages or the wages cum-Muster roll, as the case may be, in the following form :

“Certified that the amount in column No. \_\_\_\_\_ has been paid to be workman concerned in my presence on \_\_\_\_\_”

NOTE: The term "Working Day" means a day on which labour is employed on a work which is in progress.

## **2.2 Register and Records and Collection of Statistic :**

2.2.1 Register of contractors : Every principal employer shall maintain in respect of each registered establishment of contractors in Form-XII.

2.2.2 Register of persons employed : Every contractor shall maintain in respect of each registered establishment where he employs contract labour a register in Form-XIII.



### 2.2.3 Employment Card:

- i) Every contractor shall issue an employment card in Form-XIV to each worker within three days of the employment of the worker.
- ii) The card shall be maintained upto date and any change in the particulars shall be entered therein.

2.2.4 Service Certificate : On termination of employment for any reason whatsoever the contractor shall issue to the workmen whose services have been terminated a Service Certificate in Form XV.

2.2.5 Muster Roll, Wages Register, Deduction Register and Overtime Register: In respect of establishment which are governed by the payment of Wages Act, 1936 (4 of 1936) and the rules made thereunder, or the Minimum Wages Act, 1948 (11 of 1948) or the rules made thereunder, the following registers required to be maintained by the contractor as employer under those Act and the rule made thereunder shall be deemed to be registers and records to be maintained by the contractor under these rules:

- (a) Muster Roll;
- (b) Register of wages;
- (c) Register of deduction;
- (d) Register of overtime;
- (e) Register of fines;
- (f) Register of advances.

2.2.6 In respect of establishments not covered under sub-rule (1), the following provisions shall apply, namely:-

- (a) Every contractor shall maintain a muster roll register and a register of wages in Form XVI and Form XVII respectively:
- (b) Provided that a combined Muster Roll-cum-wages Register in Form XVIII shall be maintain by the contractor where the wage-period is a fortnight or less.
- (c) Where the wage period is one week or more contractor shall issue wage slips in Form XIX to the workers at least a day prior to the disbursement of wages.
- (d) Signature or thumb impression of every worker on the register of wages or wages-cum-muster roll as the case may be, shall be obtained and entries therein, shall be authenticated by the initials of the contractor or his representative and duly certified by the authorized representative of the Principal Employer as required by Rule 73.
- (e) Registers of deductions, fines and advances:- Registers of deductions for damage or loss, Register of fines and Register of advances shall be maintained by every contractor in Form XX, XXI and XXII, respectively.
- (f) Register of overtime: A register of overtime shall be maintained by every contractor in Form XXIII to record therein number of hours and wages paid for overtime work, if any.

2.2.7 Notwithstanding anything contained in these rules, where a combined or alternative form is sought to be used by the contractor to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder or any other laws or regulations or in cases where mechanized pay rolls are introduced for better administration, alternative suitable form or forms in lieu of any of the forms prescribed under these rules, may be used with the previous approval of the Labour Commissioner (Meghalaya).

2.3 Every contractor shall display an abstract of the Act and rules in English and in the language spoken by the majority of workers in such form as may be approved by the Labour Commissioner, (Meghalaya).

2.4 All registers and other record required to be maintained under the Act and Rules, shall be maintained complete and upto date, and, unless otherwise provided for, shall be kept at an office of the nearest convenient building within the precincts of the work place or at a place within a radius of three kilometers.

2.4.1 Such registers shall be maintained legibly in English.

2.4.2 All the registers and other records shall be preserved in original for a period of three calendar year from the date of last entry therein.

2.4.3 All the registers, records and notices maintained under the Act or rules shall be produced on demand before the Inspector or any other authority under the Act or any person authorized in that behalf by the Government of Meghalaya.

2.4.4 Where no deduction or fine has been imposed or no overtime has been worked during wage period, a 'nil' entry shall be made across the body of the register at the end of the wage period indicating also in precise terms and wage period to which the 'nil' entry relates, in the respective registers maintained in Forms XX, XXI and XXIII respectively.

2.4.5 Notices showing the rates of wages, hours of work, wage periods, dates of payment of wages, names and addresses of the Inspector having jurisdiction, and date of payment of unpaid wages, shall be displayed in English and in the local language understood by the majority of the workers in conspicuous places at the establishment and the work-site by the principal employer or the contractor, as the case may be. The notices shall be correctly maintained in a clean and legible condition. A copy of the notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated to him forthwith.

2.5 Every contractor shall send half yearly return in Form XXIV (in duplicate) so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year.

## **2.6 Preservation of Register :**

2.6.1 **The register of workmen and the register of wages-cum:** Muster Roll required to be maintained under these Regulations shall be preserved for three years after the date which the last entry is made therein.

2.6.2 **Enforcement :** The Inspecting Officer shall either on his on motion or on a complaint received by him carry out investigations and send a report to the Engineer-in-charge specifying the amounts representing worker's due and amounts penalty to be imposed on the contractor, including full detail of the recoveries proposed and the reasons therefore. It shall be obligatory on the part of the Engineer-in-charge on receipt of such report to deduct such amounts from payments due to the contractor.

2.6.3 **Disposal of amounts recovered from Contractors :** The Engineer-in-charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report form the Inspection Officer except in cases where the contractor had made an appeal under Regulation 1.61 of these Regulations. IN case where there is an appeal, payment of worker's dues would be arranged by the Engineer-in-charge, wherever such payments rise, within THIRTY days from the date of receipt of the decision of the LABOUR COMMISSIONER.

2.6.4 **Welfare Fund :** All money that are recovered by the Engineer-in-charge by way of workers' dues which could not be disbursed to worker within the time limit prescribed above due to reasons such as whereabouts of workers not being known, death or worker, etc. and also amounts recovered as penalty shall be credited to a fund to be kept under the custody of Labour Commissioner for such benefit and welfare of workmen employed by contractors as are prescribed by the Labour Commissioner.

**2.6.5 Appeal against decision of Inspection Officer :** Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Labour Commissioner concerned within THIRTY days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in-charge. The decision of the Labour Commissioner shall be final and binding upon the contractor and the workmen.

**2.6.6 Interpretation etc. :** On any question as in the application, interpretation or effect of these Regulations, the decision of the Labour Commissioner or the Labour Commissioner (Central) shall be final and binding.

**2.6.7 Amendments :** Government may, from time to time add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration there.

### **3. Labour.**

#### **3.1 Definitions:**

- (a) **"Workplace"** means a place at which on an average twenty or more workers are employed.
- (b) **"Large Workplace"** means at which on an average five hundred or more workers are employed.

**3.2** At every workplace, there shall be maintained in a readily accessible place, first-aid appliances including an adequate supply of sterilised dressing and cotton wool as prescribed in the Factory Rules of the state in which the work is carried on. The appliances shall be kept in order, and in large workplace, they shall be readily available during working hours.

**3.3 Accommodation for Labour :** The contractor shall during the progress of the works, provide erect and maintain necessary living accommodation and ancillary facilities for labour at his own expenses and to standards and scales as approved by the Engineer-in-charge.

**3.4 Drinking water :** In every workplace there shall be provided and maintained at suitable place, easily accessible to labour, a sufficient supply of cool water fit for drinking. Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage, where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 50 metres from any latrine drain or other source of pollution.

**3.5 Washing and bathing places:** Adequate washing and bathing places shall be provided separately for men and women, such places shall be kept clean and in drained condition.

**3.6 Scales of accommodation in latrines and urinals :** There shall be provided within the premises of every workplaces, latrines and urinals in an accessible places, and the accommodation, separately for each of these not be less than at the following:

<u>Scale</u>	<u>No. of seats</u>
a) Where number of persons does not exceeds 50	4
b) Where number of persons exceeds 50 but does not exceed 100	6
c) For additional persons	3 per 100 or part thereof.

In particular cases, the Engineer-in-charge shall have the power to vary the scale where necessary.

**3.7 Latrines and urinals :** Except in workplaces provided with water-flushed latrines connected with a water-borne sewage system all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year. If women are employed, separate latrines and urinal screened from those for men and marked in the vernacular in conspicuous letters "For Women Only" shall be provided on the scale laid down in Rule 106. Those for men shall be similarly marked "For Men Only". A poster showing the figure of man and woman only shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water to water closet and urinals.

**3.8 Construction of Latrines :** Inside walls shall be constructed of masonry or other non-absorbent and shall be cement washed inside and outside at least once a year. The date of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.

**3.9 Disposal of Excreta :** Unless otherwise arranged by the local sanitary authority arrangement for proper disposal of excreta by incineration at the workplaces shall be made by means of a suitable incinerator approved by the Local Medical Health or Municipal or Cantonment Authorities. Alternatively excreta may be disposed of by putting a layer of nightsoil at the bottom of pucca tank prepared for the purpose and covering it with a 150m layer of earth for a fourth night (where it will turn into manure). The contractor shall furnish a plan of his labour camps, showing the dwelling units, number and location of availability of drinking water, latrines, disposal of excreta, drains etc. for the approval of Engineer-in-charge. The contractor shall at his own expenses carry out all instructions issued to him by the Engineer - in- charge to effect proper disposal of soil and other on servancy work in respect of contractor's work-people or employees at the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Corporation Authority for execution of such work on his behalf. The contractor shall at his own expenses carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of soil and other on servancy work in respect of contractor's work people or employees at the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Corporation Authority for execution of such work on his behalf.

**3.10 Provision of shelters during rest :** At every work place, there shall be provided free of cost four suitable sheds, two for meals and two for rest, separately for use of male and female labour. Height of each shelter shall not be less than 3 metres from floor level to lowest part of roof sheds shall be on the basis of atleast 2.5 sq.m per head.

**3.11 Creches :** At a place at which 20 or more women worker are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years of such woman. Huts shall not be constructed to a standard lower than that of the thatched roof mud floor and walls with wooden planks spread over mud floor and covered with matting. Huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweeper to keep the place clean. There shall be two "DAI" in attendance. Sanitary utensils shall be provided to satisfaction of local Medical Health and Municipal or Corporation Authorities. Use of huts shall be restricted to children, their attendants and mothers of children. Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one "Dai" to look after the children of women workers. Size of creche(s) shall vary according to the number of women workers employed. Creches(s) shall be properly maintained and necessary equipment like toys etc. provided.

**3.12** A cooked food canteen on a moderate scale shall be provided for the benefit of workers, wherever it is considered necessary.

3.13 Planning, sitting and creation of the above mentioned structures shall be approved by the Engineer-in-charge and the whole of such temporary accommodation shall at all time during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-charge at the contractor's expenses. The contractor shall conform generally to sanitary requirements of local Medical health and Municipal or Corporation Authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site. On completion of the works the whole of such temporary structures shall be cleaned away all rubbish burnt, excreta or other disposal pits or trenches filled in an effective sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-charge and at the Contractor's expenses.

## **Form - IV**

### **(See Rule 21 (1)) Application for License**

1. Name and address of the contractor (including his father's name in case of individuals).
2. Date of birth and age ( in case of individuals).
3. Particulars of establishment where contract labour is to be employed:
  - a) Name and address of the establishment:
  - b) Type of business, trade, industry manufacture or occupation.
  - c) Number of date of Certificate of Registration of the Establishment under Act.
  - d) Name and address of the Principal Employer:
4. Particulars of Contract Labour:-
  - a) Nature of work in which contract labour is employed or is to be employed in the establishment:
  - b) Duration of the proposed contract work (given particulars of proposed date of commencing and ending):
  - c) Name and address of the Agent or Manager of Contractor at the work site:
  - d) Maximum No. of contract labour proposed to be employed in the establishment on any date.
5. Whether the contractor was convicted of any offence within the preceding five years. If so, give details.
6. Whether there was any order against the contractor revoking or suspending license or forfeiting security deposits in respect of an earlier contract. If so, the date of such order.
7. Whether the contractor has worked in any other establishment within the past five years. If so, give details of the Principal Employer, establishment and nature of work.
8. Whether a certificate by the Principal Employer in Form V is enclosed.

9. Amount of license fee paid - No. of Treasury Challan and date.

10. Amount of Security Deposit - Treasury Receipt No. and date.

**Declaration** :- I hereby declared that the details given above are correct to the best of my knowledge and belief.

Place :

Signature of the applicant

Date :

(Contractor)

Note : The application should be accompanied by a Treasury Receipt for the appropriate amount and a certificate in Form V from the Principal Employer (To be filled in the office of the Licensing Officer).

Date of receipt of the application with challan for Fees/Security Deposit.

Signature of the Licensing Officer

**Form – V**

**(See Rule 21(s))**

**Form of Certificate by Principal Employer**

Certified that I have engaged the applicant (name of the contractor) as a contractor in my establishment. I undertake to be bound by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Assam Contract Labour (Regulation and Abolition) Rule, 1971, in so far as the provisions are applicable to me in respect of the employment of contract labour by the applicant in my establishment.

Date :

Signature of Principal Employer

Name and Address of Establishment



**Form – VII**

**(See Rule 29(s))**

**Application for Renewal of Licenses**

1. Name and address of the Contractor :
2. Number of date of the license
3. Date of expiry of the previous license.
4. Whether the license of the contractor was suspended or revoked.
5. No. and date of the treasury receipt enclosed.

Place :

Date :

Signature of the applicant

(To be filled in Office of the Licensing Officer)

Date of receipt of the application  
with Treasury Receipt No. and date

Signature of the Licensing Officer

**GOVERNMENT OF MEGHALAYA**  
**LABOUR : DEPARTMENT**  
**NOTIFICATION**

Dated Shillong, the 7<sup>th</sup> January 2019

**LBG 75/2012/361** – In exercise of the powers sub-section (2) of Section 5 of the Minimum Wages Act, 1948 (Central Act XI of 1948) as amended, the Governor of Meghalaya is pleased to revise the rates of minimum wages in respect of the following schedule of Employments all categorized and defined as indicated in the table below :-

- |  |   |
|--|---|
| (1) Agriculture  | (16) Bakery   |
| (2) Construction and maintenance of Buildings including Public Health Engineering, etc                             | (17) Shops and Establishment  |
| (3) Stone crushing and breaking operations   | (18) Printing Press   |
| (4) Construction, Generation and Distribution of Powers, Water supply, land development excavation and reclamation | (19) Sales, Distribution and handling of petroleum products         |
| (5) Sericulture & Weaving  | (20) Steel Fabrication and concrete products including brick-making |
| (6) Fruit Preservation   | (21) Tailoring  |
| (7) Soil Conservation  | (22) Wax and Candle Industry  |
| (8) Animal Husbandry and Veterinary  | (23) Hotels and Restaurants   |
| (9) Forest   | (24) Mines and Minerals   |
| (10) Local Authority   | (25) Safai Karamcharis  |
| (11) Public Motor Transport  | (26) Employment in Registered Factories not elsewhere classified    |
| (12) Saw Mill  | (27) Employment under Government                                    |
| (13) Plywood Industry  | (28) Domestic Workers and   |
| (14) Motor Workshops   | (29) Security Guards  |
| (15) Furniture Industry  |   |

**Revised Minimum Wage Rates**

Sl No.	Category	Minimum wage per day
1.	Unskilled	₹ 300/-
2.	Semi-skilled	₹ 340/-
3.	Skilled	₹ 380/-
4.	Highly-skilled	₹ 420/-

The above rates of minimum wages are effective from 1<sup>st</sup> October, 2018.

**Explanation:**

- UNSKILLED** : means work which involves simple operation, little or no skill or experience in the job.
- SEMI-SKILLED**: means work which involves some degree of skill and competence acquired through experience on the job which is capable of being performed under the supervision and guidance of skilled employees and includes unskilled supervisory works.
- SKILLED** : means work which involves skill or competence acquired through experience on the job or through training as apprentice in a technical or vocational institute and the performance of which calls for initiative and judgement.
- HIGHLY SKILLED** : means expert in the work requiring great skills.

The revised rates proposed are inclusive of Variable Dearness Allowance but exclusive of other concession if any enjoyed by the employees. The existing task and hours of work i.e. 8 (eight) hours a day 48 (forty eight) hours a week shall continue until further orders. The Minimum rates of wages proposed include the wages payable for weekly day of rest. The rate of wages of overtime work shall be double the ordinary rate of wages.

The revised rates shall be deemed to come in force with effect from 01.10.2018 and will be revised every 6 (six) months by adoption of Consumer Price Index (CPI) linked Variable Dearness Allowance (VDA).

This supersedes this Department's earlier Notification No.LBG.75/2012/302 dt.17.05.2018.

Sd/-

Shri D. P. Wahlang, IAS  
Principal Secretary to the Govt. of Meghalaya,  
Labour Department.

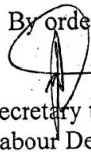
**Memo No. LBG 75/2012/361-A**

**Dated Shillong, the 7<sup>th</sup> January, 2019**

Copy to :

1. P.S. to Chief Minister, Meghalaya for favour of kind information of Hon'ble Chief Minister.
2. P.S. to Deputy Chief Minister i/c Labour, Meghalaya for favour of kind information of Deputy Chief Minister
3. P.S. to all Ministers/Parliamentary Secretaries, Meghalaya for favour of kind information.
4. P.S. to Chief Secretary to the Govt of Meghalaya for favour of information of the Chief Secretary
5. The Additional Chief Secretary/Principal Secretary/Commissioner & Secretary/Secretary of all Departments.
6. Finance (Establishment) Department.
7. All Administrative Department/ All Heads of Department
8. Director of Information and Public Relations for wide publicity.
9. Director of Printing and Stationery, Meghalaya, Shillong for publication in the extra ordinary gazette and to supply 100 copies to this Department urgently.
10. Managing Director, MTC, Meghalaya, Shillong
11. Chairman/Chief Executive Officer, Shillong/Jowai/Tura/Williamnagar/Baghmara/Resubelpara Municipal Board.
12. President, Frontier Chamber of Commerce, G.S. Road, Shillong-2.
13. Managing Director, Meghalaya Plywood Pvt. Ltd C/o Bawri Mansion, Dhankheti, Shillong
14. General Secretary, Shillong Municipality Harijan Mazdoor Union, Bara Bazar, Harijan Colony, Shillong-2
15. President INTUC, Meghalaya Branch, Opp Lum Jingshai, Short Round Road, Shillong.
16. General Secretary, AITUC, Meghalaya Branch, C/o CPI Officer, Quinton Road, Shillong-2.
17. General Secretary, Meghalaya Power Workers' Union, C/o B.C. House, Me.E.C.L, Shillong-1.
18. General Secretary, Garo Hills PWD, Labour Union, P.O. Tikrikilla, P.S. Phulbari.
19. General Secretary, Shillong Municipal Employers' Association, Shillong.
20. General Secretary, Meghalaya PWD, Muster Roll Workers' Union, C/o CPI Office, Quinton Road, Shillong-1.

By order etc.,

  
Additional Secretary to the Govt. of Meghalaya,  
Labour Department

## Proforma of Bank Guarantee for Contract Performance

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No.....  
Date .....

To

**The Addl. Chief Engineer, PHE.,  
Zone-I, Meghalaya, Shillong**

Dear Sirs,

In consideration of Public Health Engineering Department, Government of Meghalaya represented by the Chief Engineer, PHE., Meghalaya, Shillong (hereinafter referred to as the 'Employer', which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ with its registered/Head office at \_\_\_\_\_ (hereinafter referred to as 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide Letter of Award No \_\_\_\_\_ dated \_\_\_\_\_ and the same having been acknowledged by the Contractor, resulting in a Contract valued at \_\_\_\_\_ for \_\_\_\_\_ (scope of the contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to \_\_\_\_\_ being (%) per cent) of the said value of the Contract to the Employer.

We \_\_\_\_\_  
(Name & Address)

having its Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any all monies payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_\*\*  
\_\_\_\_\_ (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released to its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Employer or any other indulgences shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Employer at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s \_\_\_\_\_, on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_  
\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_  
\_\_\_\_\_

(Name)

(Name)

\_\_\_\_\_  
\_\_\_\_\_

(Official Address)

(Official Address)

Attorney as per Power  
of Attorney No \_\_\_\_\_  
Date \_\_\_\_\_

**NOTES:**

- This sum shall be ten per cent (10 %) of the Contact price.
  - \*\* The date shall be ninety (90) days from the date of completion of the contract.
1. The stamp papers of appropriate value shall be purchase in the name of issuing bank.

**Proforma of Extension of Bank Guarantee**

Ref.....

Date .....

**The Addl. Chief Engineer, PHE.,  
Zone-I, Meghalaya, Shillong**

Dear Sirs,

Sub : Extension of bank guarantee No \_\_\_\_\_ for ` \_\_\_\_\_  
favouring yourselves, expiring on \_\_\_\_\_ on account of  
M/s \_\_\_\_\_ in respect of Contract No \_\_\_\_\_ dated \_\_\_\_\_  
(hereinafter called original Bank Guarantee).

At the request of M/s \_\_\_\_\_, We \_\_\_\_\_ Bank,  
branch office at and having its Head Office at \_\_\_\_\_ do hereby extend our  
liability under the above mentioned Bank Guarantee No \_\_\_\_\_ dated \_\_\_\_\_  
for a further period of (Years/Months) from \_\_\_\_\_ to expire on \_\_\_\_\_.  
Except as provided above, all other terms and conditions of the original bank guarantee  
No \_\_\_\_\_ dated \_\_\_\_\_ shall remain unaltered and binding.

Please treat this as an integral part of the original bank guarantee to which it would be  
attached.

Yours Faithfully,

For \_\_\_\_\_  
Manager/Agent/Accountant  
Power of Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

SEAL OF BANK

NOTE : The non-judicial stamp paper of appropriate value shall be purchased in the name  
of the bank who has issued the Bank Guarantee.

**Proforma of Bank Guarantee for Advance Payment**  
(To be Stamped in accordance with Stamp Act)

Ref : .....

Bank Guarantee No.....

Date.....

**The Addl. Chief Engineer, PHE.,  
Zone-I, Meghalaya, Shillong**

Dear Sir,

In consideration of Public Health Engineering Department represented by the Chief Engineer, PHE., Meghalaya, Shillong (hereinafter referred to as the 'Employer', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ (hereinafter referred to as the 'Contractor', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract vide Letter of Award No \_\_\_\_\_ dated \_\_\_\_\_ and the same having been acknowledged by the Contractor, resulting in a Contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ (in words & figure)

For \_\_\_\_\_ (scope of work) (hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting \_\_\_\_\_ (in words and figures) as an advance against Bank Guarantee to be furnished by the contractor.

We \_\_\_\_\_  
(Name of the Bank)

having its Head Office at \_\_\_\_\_ ( hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay



the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to Employer. The bank shall not be released of its obligations under these presents by any exercise by the

Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ @ \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_  
\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_  
\_\_\_\_\_

(Name)

(Name)

Designation \_\_\_\_\_

\_\_\_\_\_

(Official Address)

(with Bank Stamp)

Attorney as per Power  
of Attorney No \_\_\_\_\_

Date \_\_\_\_\_

Strike whichever is not applicable

@ The date will be ninety (90) days after the date of completion of the Contract.

NOTE: The non-judicial stamp papers of appropriate value shall be purchased in the name of bank who issued the Bank Guarantee.

## **Hypothecation Deed**

This indenture made this \_\_\_\_\_ day of 2015 having its registered office at \_\_\_\_\_ (hereinafter called the contractor) of the one part and the Governor of Meghalaya (hereinafter called the Government) represented by the Chief Engineer, PHE., Meghalaya, Shillong of the other part.

WHEREAS THE parties hereto entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called Contract) for the \_\_\_\_\_ (hereinafter called the work).

### **NOW THIS DEED WITNESSTH AS FOLLOWS**

1. In consideration of the advance payment made by the Government to the Contractor(s) as provided in the contract the contractors hereby hypothecated to the Government the construction plant and equipment described in the Schedule here to the intent that the said construction plant and equipment including spare parts and accessories shall remain and be hypothecated to the Governor under the terms of the Contract for payment of the said advance \_\_\_\_\_ together with the interest thereon at \_\_\_\_\_ percent per annum.

2. The Contractor hereby agrees, declare and covenants with the Government:

a) That the Contractor shall repay to the Government the said advance of \_\_\_\_\_ (\_\_\_\_\_) together with interest thereon as aforesaid and agrees that the said loan be recovered by the Government by making deduction in the manner provided in Clause 33 of the General Conditions of Contract and Clause 21 of the Special Conditions of the Contract from the claims made by the Contractor against the Government for an interim payment.

b) That so long as any amount remains to the Government the Plant and equipment described in the schedule hereto and are the absolute property of the Contractor and that the same and each and every one of them have not been sold, pledged, mortgaged or transferred or in any way committed by the Contractor.

c) That so long as any amount remains payable to the Government by the Contractor in respect of the said loan of the contractor shall not sell, pledge, hypothecate, transfer, part with or use on any other work or in any way commit the plant and equipment described in the schedule thereto.

d) That so long as any amount remains payable to the Government by the Contractor in respect of the said advance of the contractor may have the possession of the said plant and equipment in trap, in order to enable him to carry out and execute the said contract.

3. The contractor hereby covenants with the Government that the property hereby hypothecated is free from encumbrances and liens and that the property hereby hypothecated is free from encumbrances and liens and that they shall keep the properties hereby hypothecated free from all encumbrances.

4. During the continuance of his hypothecation, the contractors will keep proper books of accounts of the purchases and make fully entry therein of all the dealings and transactions of the purchases and will keep such books and all letters, papers and documents belonging or relating to the purchases at the registered office of the contractors and will at any time, if so required, produced the same for inspection of the Government and allow it or any person authorized by it to have free access thereto and to take copies and extracts of and from the same.

5. That the Contractor shall at all times during the continuance of this hypothecation and at the expenses of contractor insure and keep insured the plant and equipment thereto hypothecated for the full value thereof in the joint names of the contractor and the Government with an Insurance Company to be approved by the Government against the risk of loss or damage from whatever cause arising other than the expected risks. During the continuance of this hypothecation the contractor shall pay all premia necessary for keeping such insurance in effect. The original receipts for insurance premia paid shall be deposited with the Government. The Contractor shall assign all his rights, title and interest in the insurance policy to the Government. If the contractor shall fail to effect such insurance as aforesaid to the satisfaction of the Government or to deliver the policies therefore to the Government, the Government shall be entitled to effect such insurance at the expenses of the contractor expressly binds that the Government shall be entitled to adjust settle or compromise any dispute between the insurance company and the insured arising under or in connection with any such policy and such adjustment, settlement or compromise shall be

valid and binding on the contractors. The contractor further agrees that the Government shall be entitled to receive all moneys payable under any such policies to give a valid receipt thereof, and to credit the amount so received to the loan account of the contractor and the contractor shall not be entitled to raise any question that a larger sum might or ought to have been received or to dispute his liability for the balance remaining due on such account after such credit.

6. If the contractor shall commit breach of any of the conditions of these presents or shall abandon the said works before full payment of the advance with interest as in the contract, or if the said advance or any part thereof shall for any reason remain unadjusted under or in pursuance of the contract, the Government may seize and either retain in possession of or sell without the intervention or any of the assets hereby hypothecated under Clause I aforesaid, either by public auction or any private contract with power to make such conditions respecting titles or evidence of title or as to the payment of the purchase money or otherwise as the Government may think fit and buy the same or any part thereof and to rescind or vary any contract for sale and resale of the same when sold as the purchaser or purchasers shall direct and to apply the proceeds towards repayment of the moneys which may have become payable by the contractors to the Government including all costs, charges and expenses and if any surplus remains thereafter than such surplus shall be paid to the contractor.

7. Without prejudice to any remedy provided by this deed the Government may on a certificate of the Engineer-in-charge which shall be final, conclusive and binding on the contractor recover all dues hereunder from any of the sums due to the contractor or to any of his partners, individually or severally, which may be payable to him/them and/or as arrears of land revenue.

**Schedule above referred to**

Sl. No.	Particulars of plants and equipment	Nos.	Purchase price/price considered reasonable by Engineer-in-charge	Total price	Advance % of column 5
1	2	3	4	5	6

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

Signed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness

- 1.
- 2.

Witness

- 1.
- 2.

Note : For propriety concerns and companies

**A. For propriety concerns:**

Mr. \_\_\_\_\_ son of \_\_\_\_\_ resident  
of \_\_\_\_\_ carrying on business under the  
same and style of \_\_\_\_\_ at \_\_\_\_\_  
(hereinafter called “the contractor” which expression shall unless the context requires  
otherwise include heirs executor, administrators and legal representative), the names of their  
partners being

- (1) Mr. \_\_\_\_\_ s/o \_\_\_\_\_
- (2) Mr. \_\_\_\_\_ s/o \_\_\_\_\_

**B. For companies:**

M/s \_\_\_\_\_ a company under the company’s Act \_\_\_\_\_  
and having its registered office at \_\_\_\_\_ in the state of \_\_\_\_\_  
(hereinafter called “the said contractor” which expression shall unless the context requires  
otherwise includes its administrators/successors and assigns)

**Proforma for construction/completion schedule of works (s) and compensation for delay**

Sl. No	Group	Contract sum	Completion time/dates	Compensation for Delay	Remarks
1	2	3	4	5	6
1.	1	CI	...	0.5% of CI per week of delay subject to maximum of 15% of CI	
	2	C2	...	0.5% of C2 per week of delay subject to maximum of 15% of C2	
	2	C3	...	0.5% of C3 per week of delay subject to maximum of 15% of C3	
	4	C4	...	0.5% of C4 per week of delay subject to maximum of 15% of C4	
2.	Work under the contract as a whole i.e. groups 1,2,3 & 4 above.	C	...	0.5% of C per week of delay subject to maximum of 15% of (C1-C2-C3-C4) i.e. 15% of C.	

Illustration to be treated for guidance only:

a) Suppose the work related to Group 1, the value of all items of the aforesaid Group I as per the contract being C1 has not been completed before the expiry of the stipulated period and the delay in completion of such work is for \_\_\_\_\_ weeks, the compensation payable by the contractor, say will be :

$$Y = \frac{X \times C1}{100}$$

(X above is the figure arrived at after multiplying the percentage mentioned against the relevant Group 1 under Col.5 above at the beginning, with the number of weeks by which the work is not completed by the stipulated period/time maximum of 15%).

b) Suppose the compensation has been recovered from the contractor for delay in the completion of works under Group 1 mentioned in (a) above, and some other works in respect of various group/sub-groups under the contract have also been completed within the stipulated periods, but the entire work as a whole under the contract (the contract sum of which is 'C') remains incomplete, say twenty weeks beyond the stipulated period of completion, then the compensation payable by the contractor under the clause will be as under:

$$Z = \frac{(15 \times C)}{100} - Y$$

c) If contractor completes the entire work as a whole under the contract within stipulated time or in the extended time not attributable to the contractor then the compensation for delay recovered in respect of such groups would be reimbursed.

**Schedule 1**  
**Price Schedule**

**Bidder's Name & Address :**

To,

**The Addl. Chief Engineer, PHE**  
**Zone-I, Meghalaya, Shillong PHE**

Dear Sir,

We declare that in terms of clause 11, Section 'INB' volume -I of Bid Documents, the following are our Lumpsum Price in rupees for the entire scope of work as specified in the specifications and documents.

Lumpsum Bid Price.

Indian Rupees \_\_\_\_\_  
(in figure)

Indian Rupees \_\_\_\_\_  
(in words)

Date :

Place :

(Signature) .....

(Printed Name) .....

(Designation) .....

(Common seal) .....



**Schedule 2**

**Payment Schedule**

**Bidder's Name & Address :**

To,

**The Addl. Chief Engineer, PHE**  
**Zone-I, Meghalaya, Shillong**

The turn-key job shall have the following breakup of the main heads of work :

Sl No.	Components of Works	%
1	Construction of R.C.C. Intake	
2	Construction of Plain Sedimentation	
3	Construction of Slow Sand Filter	
4	Construction of R.C.C. CWR	
5	Laying of 100mm D.I Pipe Gravity Main	
6	Laying of 65mm G.I Pipe Feeder Main Line	
7	Laying of 40 Mm G.I Distribution Main Line	
8	Construction of Main Reservoir (at Lawsohtun Block VI)	
9	Construction of R.C.C. Zonal Reservoir (at Lawsohtun Block I)	
10	Construction of R.C.C. Zonal Reservoir (at Lawsohtun Block II)	
11	Construction of R.C.C. Zonal Reservoir (at Lawsohtun Block III)	
<b>Total</b>		

Date :

Place :

(Signature) .....

(Printed Name) .....

(Designation) .....

(Common seal) .....

### Schedule 3

## Commercial Deviation

To,

**The Addl. Chief Engineer, PHE  
Zone-I, Meghalaya, Shillong PHE**

Dear Sir,

The following are the commercial deviations and variations from and exceptions to the specifications and documents. These deviations and variations are exhaustive. Except these deviations, the entire work shall be performed as per your specifications and documents.

Volume/ clause	Reference/ Page No.	As specified in the specification	Commercial deviation and variations to the specification

Date :

Place :

(Signature) .....

(Printed Name) .....

(Designation) .....

(Common seal) .....

Note : Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this schedule.

## Schedule 4

### Technical Deviation

To,

**The Addl. Chief Engineer, PHE  
Zone-I, Meghalaya, Shillong PHE**

Dear Sir,

The following are the technical deviations and variations from and exceptions to the specifications and documents. These deviations and variations are exhaustive. Except these deviations, the entire work shall be performed as per your specifications and documents.

Volume/ clause	Reference/ Page No.	As specified in the specification	Technical deviation and variations to the specification

Date :

Place :

(Signature) .....

(Printed Name) .....

(Designation) .....

(Common seal) .....

Note :

1. Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this schedule.
2. The deviations and variations, if any, shall be brought out separately for each item and are to be submitted in five copies.

## Schedule 5

### Guarantee Declaration

To,

**The Addl. Chief Engineer, PHE  
Zone-I, Meghalaya, Shillong PHE**

Dear Sir,

We declare that the ratings and performance figures of the various equipments furnished by us for the work "Construction of Water Supply System for Mawshbuit Combined Water Supply Scheme (PHASE-I)" are guaranteed. We further declare that in the event of any deficiencies in meeting the guarantees after conducting the factory test, you may at your discretion, reject or accept the equipment after assessing the liquidated damages as specified in relevant clause of Bid document.

Date :

Place :

(Signature) .....

(Printed Name) .....

(Designation) .....

(Common seal) .....

## Schedule 6

### Check List Schedule

To,

**The Addl. Chief Engineer, PHE  
Zone-I, Meghalaya, Shillong PHE**

Sl. No.	Item description	Reference	Declaration (strike out whichever is not applicable)
1.	Bid security (one original & one copy)	Clause 18 Section INB, Vol-I,	Yes/No
2.	Letter of Undertaking	Section IV, Vol-I	Yes/No
3.	Qualification Information form filled in.	Section IV, Vol-I	Yes/No
4.	Warranty Form filled in.	Section IV, Vol-I	Yes/No
5.	Price Proposal Schedule (one original & one copy).	Schedule 1, Section IX, Vol-I	Yes/No
6.	Payment Schedule.	Schedule 2, Section IX, Vol-I	Yes/No
7.	Commercial Deviations filled in.	Schedule 3, Section IX, Vol-I	Yes/No
8.	Technical Deviations filled in.	Schedule 4, Section IX, Vol-I	Yes/No
9.	Guarantee Declaration Form filled in.	Schedule 5, Section IX, Vol-I	Yes/No
10.	Documentary evidence of latest IT & ST Clearance, etc..		Yes/No