

**REQUEST FOR PROPOSAL**

**SELECTION OF AGENCY FOR 'CONSTRUCTION  
QUALITY AUDIT' FOR  
ASSAM CANCER CARE HOSPITALS  
IN ASSAM**

**RFP No. : ACCF/CQA/2020-21/15 dated 13.3.2021**

**Notice Inviting Tender**  
**ASSAM CANCER CARE FOUNDATION**

3rd floor, V.K. Trade Centre, G.S. Road, Opposite Downtown Hospital,  
Guwahati, Assam – 781022

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

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

Reference No: **ACCF/CQA/2020-21/15**

Date: **13/03/2021**

**ONLINE REQUEST FOR PROPOSAL (RFP) IS INVITED FROM ELIGIBLE AGENCIES/CONSULTANTS FOR 'CONSTRUCTION QUALITY AUDIT' FOR ASSAM CANCER CARE HOSPITALS IN ASSAM FOR ASSAM CANCER CARE FOUNDATION.**

<b>Name of Work</b>	<b>Timeline for completion</b>	<b>Bid Security (INR)</b>	<b>Cost of bid Document (INR)</b>
Construction Quality Audit of hospital construction work 10 (Ten Locations) in the State of Assam	Refer clause 2.1.8	80,000/-	2000/-

**Calendar of Events**

<b>Sl. No</b>	<b>Schedule</b>	<b>Due date</b>
1.	Publishing Date	13/03/2021
2.	Written queries to be given by Bidders in the given format	23/03/2021
3.	Pre- Bid Meeting Date (Venue will be online or teleconference)	25/03/2021 14:00 Hrs. to 15:00 Hrs.
4.	Online Technical & Financial Bid Submission Date	5/04/2021 16:00 Hrs.
5.	Hard copy submission (all document except Price Bid)	5/04/2021 16:30 Hrs.
6.	Bid Opening Date – Technical (online)	5/04/2021 17:00 Hrs.
7.	Bid Opening Date – Financial (online)	Shall be intimated

Note: The above timelines are indicative, and ACCF (the “Client”) reserves the right to change the timelines at its own discretion.

## INSTRUCTIONS TO TENDERERS- E TENDERING

### General Instructions:

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

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

If any assistance is required regarding e-Tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Assam Cancer Care Foundation (ACCF) e-Tendering Help Desk on: 9276860124 / 886628714 or mail: [accf@tender247.net](mailto:accf@tender247.net) or [sales@procure247.com](mailto:sales@procure247.com)

### Purchase and Downloading of Tender Document

The tender document is uploaded / released on the Assam Cancer Care Foundation (ACCF) website. Tender document and supporting documents may be downloaded from above link also. Subsequently, bid has to be prepared and submitted ONLINE ONLY at <https://accf.procure247.com> , as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

### Preparation & Submission of Bids

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

## **1 Disclaimer**

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

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

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

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

**Contents**

<b>Sr.no.</b>	<b>Particulars</b>	<b>Volume</b>
1.	<i>RFP -Instruction to Bidders</i>	I
2.	<i>General Conditions of Contracts</i>	II
3.	<i>Special Conditions of Contracts</i>	III
4.	<i>Annexures</i>	IV

**VOLUME -I**

**RFP- INSTRUCTIONS TO BIDDERS**

## 2.1 Scope of Bid:

2.1.1 ACCF invites Bids / Proposals for the work Third Party Quality Audit of hospitals and related facilities across 10 (Ten locations) in the State of Assam considering the details provided in this RFP document.

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

2.1.3 Ten Locations are categorized as (a) “L1” Centre (b) “L2” Centre (c) “L3” Centre. The details for the same are as follows with the area of both Radiation Therapy block and Hospital block of each location.

2.1.4 Details of site locations are given below:

**Table 1 Project Locations.**

S. no	Hospital Location	Model Type	BUA area (sqft)	Footprint area (sqft)	Address	Google Maps link
1	SCI Phase I	L1	21,797	17,545	State Cancer Institute, Bhangagarh, Guwahati	<a href="#">Link to Map</a>
	SCI Phase II		3,24,696	42733		
2	Dibrugarh	L2 Max	2,42,395	44,742	Assam Medical College and Hospital, extended medical ward, Town Mouza, East Revenue Circle, Dibrugarh	<a href="#">Link to MAP</a>
3	Barpeta	L2	2,38,541	44,742	Fakhruddin Ali Ahmed Medical College and Hospital, Jotigaon, Metuakuchi, Barpeta	<a href="#">Link to MAP</a>
4	Diphu	L2	2,38,541	44,742	Diphu Civil Hospital Rd, Diphu, Assam 782460	<a href="#">Link to MAP</a>
5	Tezpur	L3	89,772	29,523	Dag No -718, Geruapathar, Bihaguri, Tezpur	<a href="#">Link to MAP</a>
6	Jorhat	L3	89,772	29,523	Jorhat Medical College and Hospital, East Revenue Circle, Jorhat	<a href="#">Link to MAP</a>
7	Lakhimpur	L3	89,772	29,523	Saukham, subdivision- North Lakhimpur, District – Lakhimpur	<a href="#">Link to MAP</a>
8	Kokrajhar	L3	89,772	29,523	Dag No – 7/106, Rangali Khata, Kokrajhar	<a href="#">Link to MAP</a>
9	Darrang	L3	89,772	29,523	Near Mangaldoi Civil Hospital. Town- Mangaldoii	<a href="#">Link to MAP</a>
10	Silchar	L2	2,38,541	44,742	Silchar Medical College and Hospital, Silchar	<a href="#">Link to MAP</a>

2.1.5 Current status: Infrastructure activities at all 10 locations have commenced and are at various stages of development. The below table gives a brief on the status as of end of Jan'21.

**Table 2 Status of development**

S.no	Location	Sand blanketing	Pile foundation	Raft foundation	Superstructure- Concrete framework			
					LINAC Block		Hospital Block	
					Total scope	Executed work	Total scope	Executed work
1	SCI Phase-I	-	Yes	Yes	G+1	G+1	None	None
	SCI Phase- II		Yes	Yes	-	-	G+5	G+2 (partial)

2	Dibrugarh	Yes	-	Yes	G+2	GF (partial)	G+6	GF
3	Barpeta	Yes	-	Yes	G+2	G+1	G+6	G+2
4	Diphu	Yes	-	Yes	LG+GF+1	Not started	G+6	None
5	Tezpur	Yes	-	Yes	G+2	G+1	G+3	G+2
6	Jorhat	Yes	-	Yes	G+2	GF (partial)	G+3	None
7	Lakhimpur	Yes	-	Yes	G+2	GF (partial)	G+3	None
8	Kokrajhar	Yes	-	Yes	G+2	GF (partial)	G+3	None
9	Darrang	Yes	-	Yes	G+2	None	G+3	None
10	Silchar	Yes	-	Yes	G+2	None	G+6	None

- "G+" indicates ground floor slab and the "number" indicates the subsequent floor levels
- "GF" ground floor
- "LG"- Lower ground floor.
- "Partial" indicates that the work is being executed part by part.

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

**2.1.7** The scope is as follows:

- a. Cross verify design, construction quality and MEP work as on 30<sup>th</sup> May 2021 w.r.t. Design Basis Report (DBR) and all amendment orders issued. For Diphu, the same task to be done separately as on construction made till Jan 2022.
- b. Review of material test certificates
- c. Conformance of quality of construction material to design and contractual stipulations
- d. Inspection of site quality lab, and batching plant
- e. Non-destructive testing of the RCC structure
- f. Suggest design improvements, if any.

**Please refer Annexure 1 for a detailed breakup of scope.**

**2.1.8 Timeline for completion**

**2.1.8.1** All the works as specified in Clause 2 and scope of work must be finished in **30 days for 3 sites namely (SCI Phase I and II, Tezpur and Barpeta) and total 50 days for remaining 6 sites**, from the date of issue of work order. (Refer **Table 1** for list of locations). Quality Audit for Construction and MEP work for Diphu is to be carried out after Jan 2022 and report to be submitted within 30 days i.e. by 2<sup>nd</sup> March 2022.

**2.1.8.2** This duration is only for the successful submission of final report by the consultant to client and engineer.

**2.1.8.3** Client shall give acceptance on the same within 1 month time after successful submission of final report.

**2.1.9 Eligibility to bid**

**2.1.9.1** Reputed organisation with certified testing facility and experienced in carrying out such work are eligible for such work. The vendor shall not have any conflict of interest (refer **clause 2.36**) in the project and shall declare an undertaking for the same while bidding (**refer annexure 3 for the undertaking format**)

**2.1.9.2** Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating

in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate

2.1.9.3 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets if the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.1.9.4 A bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.1.9.5 Bidders must carefully read the minimum conditions of eligibility (the “Conditions of Eligibility” refer Table 3) provided herein. Proposals of only those bidders who satisfy the conditions of eligibility will be considered for evaluation. To be eligible for evaluation of its proposal, the bidder shall fulfil the following.

**Table 3 Conditions of eligibility**

S.no	Requirement	Details	Documents to be furnished
1	Legal entity	The selected agency should be registered in India as <ol style="list-style-type: none"> <li>1. A company registered under Indian Companies Act, 1956 (OR)</li> <li>2. A partnership firm registered under Indian Partnership Act, 1932. (OR)</li> <li>3. A partnership firm registered under Indian LLP act 2008</li> </ol>	Copy of certificate
2	Experience in the industry	<ol style="list-style-type: none"> <li>1. A minimum of 5 years in the quality auditing and testing for construction projects.</li> <li>2. A minimum of 10 certifications works of minimum value of Rs. 10 Lakhs each to have been carried out in the last 5 years for construction projects.</li> </ol>	Order copies, completion certificates (not limited to these)
3	Local working experience	Vendor who have undertaken works previously in the north-eastern part of India or in the city of Kolkata shall be given preference.	Order copies, completion certificates (not limited to these)
4	Key personal	Refer table below	

The consultant shall deploy the following key personnel who shall discharge their respective responsibilities. Each of the Key Personnel must fulfil the conditions of eligibility as specified below. The number of roles is only an indication.

**Table 4 Minimum qualification of key personnel**

S.no	Role	Duties	Qualification and experience
1	Audit manager	Overall coordination, team management and reporting to stakeholders	Graduate engineer with 10+ years of experience in managerial level carrying supervision and audit function for Hospital / Health Care Facilities.
2	Civil / structural engineer	To supervise testing, Verification of quality reports and related documents	Civil or structural engineer with 5+ years of relevant experience of Audit/ supervision

3	Hospital Design Architect	To review plans as per NABH Standards. Suggesting Minor Modifications in Finishing.	Having experience of designing and project monitoring of minimum 5 nos. 100 bedded hospitals
3	MEP Engineer	To Supervise testing and verification of Quality reports and related documents for MEP works	MEP Engineer with 10+ years of experience in Audit/Supervision.

Bidders not proposing above personnel shall be disqualified.

### **2.1.10 Requirement of reporting**

- 2.1.10.1 The consultant team will be required to prepare site-wise program, visit the site to collect data and samples to implement the work.
- 2.1.10.2 The consultant will be reporting to the PMC manager at site and in the absence of which shall be reporting to the client's site representative.
- 2.1.10.3 The consultant is expected to cooperate and coordinate with the contractor responsible for the execution of the project to get the auditing done.
- 2.1.10.4 The consultant will be required to furnish the conclusive report in hardcopy (3 copies), (2 copies to Client and 1 copy to PMC). In addition, the report needs to be submitted in soft copy in Pen Drive and to be mailed to the designated people.

**2.1.11** The Bidder shall bid for all 10 locations together. If not quoted for all 10 locations, bidder shall be rejected.

**2.1.12** The Bidder shall bid on a competitive basis and fair pricing. The Bidder shall use substantial precautions while submitting the Bid.

**2.1.13** The selection of successful Bidder(s) shall be based on the total lowest bid (of all sites together) to the Client. ACCF reserves the right to call for L1 rate matching from L2/L3/L4...bidders. ACCF also reserves the right to award to selected bidder(s) for any other site on mutual consent on the contracted price at any stage i.e. if any selected bidder fails to perform.

**2.1.14** Client reserves the right to split the Contract among more than one Bidder by awarding the Contract on a Site basis, as it may deem necessary based on the least cost financial Bid (site wise).

## **2.2 Participation in RFP:**

**2.2.1** Bidders shall pay the cost of bid document of INR 2000/- (Rupees Two Thousand only) by way of demand draft/RTGS/NEFT in the name of the Client i.e Assam Cancer Care Foundation payable at Guwahati

**2.2.2** Online submission of Bid is mandatory at [www.accf.procure247.com](http://www.accf.procure247.com) . Manual submission (without online submission) of bid will be considered as invalid.

- 2.2.3** Submission of hard- copy of proposal (except Price bid) via courier is mandatory and is to reach ACCF office before opening of the bids. The hardcopies are to be sent to the following address.

*Mr. Shailesh Bindal C/o Assam Cancer Care Foundation  
3rd floor, V.K. Trade Centre, G.S. Road, Opposite Downtown Hospital, Guwahati, Assam –  
781022*

**2.3 Bid Security:**

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

- (a) Bank Guarantee from any Nationalized / Scheduled Commercial Bank in India (A written confirmation in the Bank's letter head confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
- (b) Fixed Deposit Receipt issued by any Nationalized /Scheduled Commercial Bank in India or a foreign Bank approved by R.B.I., acceptable to ACCF.
- (c) NEFT/RTGS to the account of Assam Cancer Care Foundation. Details of bank account of ACCF is as follows:

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

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

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

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

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

- 2.3.4** The Bid Security may be forfeited

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

- ii) Furnish the required Performance security.

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

**2.4 Technical Evaluation of Bidders**

Bidder shall submit details on Contract execution strategy covering relevant areas including but not limited to the following:

- (i) Experience in Similar Works.
- (ii) Execution Methodology.
- (iii) Organization & Team Size.
- (iv) Management and Engineering team structure (Organogram)

**Refer Annexure-2 for detailed format and evaluation of technical bid**

Refer **clause 2.15** for the documents that have to be submitted along with the technical bid documents.

**2.5 One Bid per Bidder**

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

**2.6 Subcontracting of works prohibited:**

Bidder shall not subcontract a part or entire scope of Work as per the Contract awarded to the Bidder, to any other party.

**2.7 Cost of Bidding**

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

**2.8 Site Visit**

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

**2.9 Bid Documents:**

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

Particulars	Volume no.
<b>TECHNICAL DOCUMENTS</b>	
RFP -Instructions to Bidders	I
General Conditions of Contract	II
Special Conditions of Contract	III
ANNEXURES	IV

**2.9.2** The Bidder is expected to examine carefully all instructions, Conditions of Contract, forms, terms, and Technical Specifications, Bill of Quantities, Appendix / Annexure and reference 3D views in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the bidder's own risk. Bids, which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

**2.10** Clarification of Bidding Documents

- (a) Bidder requiring any clarification with respect to the RFP shall write to the email id [accf@tender247.net](mailto:accf@tender247.net) Or at [procurement@accf.in](mailto:procurement@accf.in) on or before the due date for seeking clarification (i.e. Pre-bid meeting). Responses will be shared to all Bidders via the online portal or email, including a description of the enquiry but without identifying its source.
- (b) The subject of the mail shall be as follows:  
**“ACCF- Construction Quality Audit- Enquiry- bidder name”**

**2.11** Pre-bid meeting

- (a) The Bidder or his official representative is invited to attend a pre-bid meeting which will take place as indicated in the calendar of Events.
- (b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- (c) The Bidder may submit any questions in writing to the email id provided.
- (d) Any modification of the Bidding Documents listed in Clause 2.9.1 which may become necessary as a result of the pre-bid meeting shall be made by ACCF exclusively through the issue of an Addendum (on websites only) pursuant to Clause 2.12 and not through the minutes of the pre-bid meeting.
- (e) Amendment/ clarifications shall be issued on ACCF websites only and not in the newspapers. Bidders shall be responsible if they miss any amendment/clarifications.
- (f) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**2.12** Amendment of Bidding Documents

- (a) Before the deadline for submission of Bids, ACCF may modify the bidding documents by issuing addenda.
- (b) Any addendum thus issued shall be a part of the Bidding Documents and shall be communicated to the Bidders in such form and manner as may be decided by ACCF.

- (c) To give prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, ACCF, at its discretion, would extend as necessary the deadline for submission of bids.

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

**2.14** Two Bid system: The Bids to be submitted by the Bidder shall be categorized as Technical Bid and Financial Bid.

**2.15 Technical Bid:**

As part of this RFP, apart from the documents mentioned in **clause 2.4** all the Bidders shall the following.

- (a) Declaration- Absence of conflict of interest (**Ref. Annexure 3**)
- (b) Bid Form. (**Ref. Annexure 4**)
- (c) Bid Security as specified in this RFP (**Ref. Annexure 5**)
- (d) Undertaking that the Bid shall remain valid for the Bid Validity Period (**Ref. Annexure 6**)

**2.16 Financial Bid:**

**2.16.1** Bidder is to a quote an amount on a lumpsum basis (excl. GST). Applicable GST shall be paid extra.

**2.16.2** Along with the lumpsum amount, bidder is expected to provide a site wise breakup as per **Table 5** below

**2.16.3** Bidder is also expected to provide a detailed breakup of the minimum number of non-destructive tests they are proposing based on the information given in Table 1 and Table 2 of this RFP. Refer **Annexure 7** for the template.

**Table 5 Site wise quoted amount**

Price to be quoted online only. Only base price shall be compared to arrive on L1 bidder. Applicable GST shall be paid at the time of invoicing.

S.no	Hospital Location	Amount in INR (Excl. of GST)	GST (in %age)	Total Amount incl. GST
1	SCI Phase I			
	SCI Phase II			
2	Dibrugarh			
3	Barpeta			
4	Tezpur			

5	Jorhat			
6	Lakhimpur			
7	Kokrajhar			
8	Darrang			
9	Silchar			
10	Diphu			

Amount quoted is inclusive of all i.e. consultancy, testing, logistic cost etc. No extra payment shall be made on any account other than quoted amount. Applicable GST shall be paid extra, however bidder is required to indicate the GST (in %age) to arrive on total amount.

## **2.17 Currencies of Bid and Payment:**

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

## **2.18 Bid Validity**

**2.18.1** Bids shall remain valid for a period not less than **120 days** after the deadline date for Bid submission specified in the Calendar of Events. A Bid valid for a shorter period shall be rejected by ACCF as non-responsive. In case of discrepancy in Bid validity period between that given in the undertaking pursuant to Clause 2.15 and Form of Bid submitted by the Bidder, the later shall be deemed to stand corrected in accordance with the former.

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

## **2.19 Alternative Proposals by Bidders**

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

## **2.20 Format and Signing of Bid**

**2.20.1** The Bidder shall prepare and submit the Bid in the online portal. One original in hard copy (except Price Bid) of the following Bid Documents shall be submitted and clearly marked "ORIGINAL" . In event of discrepancy between Online bid hard copy, Online bid shall prevail.

**2.20.2** List of Bid Documents to be submitted in **hard copy**:

All volumes, except Volume-I of the documents listed in the **clause 2.9.1** would be stamped signed and submitted (In Original) .

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

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

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

## **2.21 Deadline for Submission of Bids**

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

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

## **2.22 Late Bids**

Any Bid received late after the deadline prescribed in **Clause 2.22** will not be considered.

## **2.23 Modifications and Withdrawal of Bids**

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

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

- 2.23.3** No bid may be modified after the Deadline for submission of bids except in rectification of arithmetical errors in the Bid submitted.
- 2.23.4** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the Bid Validity specified in **Clause 2.18** above may result in the forfeiture of Bid Security pursuant to this RFP.

## **2.24 Bid Opening**

- 2.24.1** ACCF will open all the Online Bids received, through application of required digital signature on the date mentioned in Notice Inviting Tender or such other date as may be decided by ACCF at its discretion.
- 2.24.2** Initial check after Bid Opening:
- (a) If the cost of the Bidding document is not there or incomplete, the remaining bid documents may be rejected.
  - (b) If the Bid Security furnished does not conform to the amount and Bid Validity Period as specified in the RFP, the bid may be rejected
  - (c) If the Bid Security has not been furnished in the form specified in this RFP, the Bid may be rejected.
- 2.24.3** Subsequent process:
- (a) Subject to confirmation of the bid security by the issuing Bank, the bid accompanied with valid Bid Security will be taken up for evaluation with respect to the Technical Criteria pursuant to this RFP.
  - (b) After receipt of confirmation of Bid Security, the Bidder will be asked in writing or email to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
  - (c) The bidders will respond within 2 days of issue of the clarification letter or email.
  - (d) Immediately, on receipt of these clarifications the Evaluation Committee will finalize the list of bidders, whose financial bids are eligible for consideration.
- 2.24.4** If, as a consequence of the clarification provided by the Bidder, the Bidder desires to modify their Technical Bid; they will submit the modification to the Technical Bid on the same day of providing the clarifications through provided email. The email shall have clear marking "MODIFICATION TO TECHNICAL BID"
- 2.24.5** Bidders, at the discretion of the Client, may be allowed to modify the Financial Bid only for errors (in totaling only) identified in the Financial Bid. Error(s) in unit rate shall not be allowed to modify. Such modifications in totaling to Financial Bid shall be submitted by email clearly marking as "MODIFICATION OF FINANCIAL BID PURSUANT TO ERRORS ONLY" before the Bids are evaluated by the Bid Evaluation Committee of ACCF.

## **2.25 Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or

any other person officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence ACCF's processing of Bids or award decision may result in the rejection of his Bid.

## **2.26 Clarification of Financial Bids**

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

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

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

**2.27.1** During the detailed evaluation of Bids, ACCF will determine and evaluate the Bids (a) considering the Technical/eligibility Criteria, (b) whether Bid has been properly signed (c) whether Bid is accompanied by the required Tender fee & Bid Security and (d) whether Bid is substantially responsive to the requirements of the Bidding Documents (e) responsiveness of the Bids to priced bill of quantities, technical specification, and drawings. Technical/eligibility qualified bids shall be evaluated on marking scheme given in the bid and financial bid of only those technically qualified/eligible bids shall be opened who scored minimum qualifying marks,

**2.27.2** A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, ACCF's right or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

## **2.28 Correction of Errors**

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

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

**2.28.2** The amount stated in the Financial Bid will be corrected by ACCF in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

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

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

**2.29.1** ACCF will evaluate and compare only the Bids determined to be substantially responsive in accordance with **Clause 2.27**.

**2.29.2** Marks scored in Technical evaluation will be given weightages as described in **Annexure 2** and the Bidders shall be evaluated and assigned marks based on this.

**2.29.3** The Financial Bid opening shall be considered for only those Bidders who score minimum of 60 marks as per the criteria given in **clause 2.30.1**.

**2.29.4** Financial Bid shall be evaluated based on the following

2.29.4.1 Lowest bidder (for all sites) shall be selected for award of contract. However, if it is found that site wise quote is unbalanced, then ACCF reserves the right to get the same corrected to the lower value.

**2.29.5** Client shall consider awarding the contract based on least cost basis amongst the technically qualified Bidders only. ACCF, however, is not obliged to award the Contract to the least cost Bidder or assign any reason whatsoever.

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

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

- 2.29.7** ACCF reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding Documents or otherwise results in unintended or unfair benefits shall not be taken into account in Bid evaluation.
- 2.29.8** The estimated effect of the price adjustment conditions under the Condition of Contract, during the period of implementation of the contract, will not be considered in Bid evaluation.
- 2.29.9** If the Bid of the successful Bidder is seriously flawed in relation to the ACCF's estimate of the cost of work to be performed under the contract, ACCF may require the Bidder to produce detailed price analysis for any or all item of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, ACCF may require that the amount of the Performance Security set forth in **Clause 2.33** be increased at the expense of the successful Bidder to a level sufficient to protect ACCF against financial loss in the event of default of the successful Bidder under the Contract.
- 2.29.10** A Bid containing several items in the Bill of Quantities, which are unrealistically priced low, and which cannot be substantiated satisfactorily by the bidder, may be rejected as nonresponsive.
- 2.29.11** In case of equal price bidding, the bidder has more score in technical evaluation may be selected for award of contract. However, client reserves the right to negotiate the price with all equal pricing bidders and who so ever becomes L1 after negotiation shall be selected for award of contract.
- 2.30 Award Criteria**
- 2.30.1** Subject to Clause 2.31, ACCF may award the Contract to the Bidder whose Bid has been determined
- (a) To be substantially responsive to the Bidding documents both in technical & financial aspects of the Bid.
  - (b) The work may be awarded to the responsive bidder with lowest price
  - (c) ACCF is not in a compulsion to award the work to the lowest bidder.
  - (d) ACCF may split the contract on Site Wise basis.
- 2.31 Client's right to Accept any Bid and to reject any or all Bids**
- Notwithstanding Clause 2.30, ACCF reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for ACCF's actions.

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

- 2.32.1** The Bidder whose Bid has been accepted will be notified of the award by ACCF prior to expiration of the Bid Validity Period by way of Letter of Acceptance communicated through email or other means.
- 2.32.2** The notification of award will constitute the firming up of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 2.33.
- 2.32.3** Within 10 days of receipt of the Letter of Acceptance, the successful Bidder will give its acceptance to the letter of award and deliver it to the Client, for acceptance of the same.
- 2.32.4** Upon the furnishing of the Performance Security by the successful Bidder, ACCF will promptly notify the other Bidders that their Bids have been unsuccessful.

## **2.33 Performance Security**

- 2.33.1** Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to ACCF, a Performance Security in favour of ACCF in any of the form given below for an amount equivalent to **5 % (five) of the Contract Price (inclusive of GST.)**
- (a) Bank guarantee in the form given; or
  - (b) Fixed deposit in the name of Assam Cancer Care Foundation from any Nationalized / Scheduled Commercial bank. Or
  - (c) NEFT/RTGS to the account of Assam Cancer Care Foundation
- 2.33.2** If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee as per format given in Annexure 7, it shall be issued at the Bidder's option, by a scheduled Indian bank, prepared in non-judicial stamp paper of specified value.
- 2.33.3** Failure of the successful Bidder to comply with the requirements of Clause 2.33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 2.33.4** Performance security shall only be released only after the acceptance of the final report by Client and Engineer. (Refer **clause 2.1.8** Timeline for completion and final report)

## **2.34 Dispute Review Experts**

Disputes Review Expert under the Contract shall be appointed as mutually agreed, at a daily fee plus reimbursable expense. All such expenses, due to disputes attributable to the bidder, shall be borne by the bidder. If the Bidders disagree with this proposal, the Bidders should so state in the Bids.

## **2.35 Corrupt or Fraudulent Practices**

ACCF will reject a proposal for award if it believes that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of 3 years from the date of such order.

## **2.36 Conflict of interest**

**2.36.1** The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work

**2.36.2** The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract

**2.37 Descoping after award of contract**

ACCF also reserves the right to descope/ reduce the items mentioned in **Clause 2.1** after the tender has been awarded

**VOLUME -II**

**GENERAL CONDITIONS OF CONTRACTS**

### 3.1 DEFINITIONS & INTERPRETATIONS:

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

- (a) "Employer"/ "Developer"/ "Owner" means ASSAM CANCER CARE FOUNDATION (ACCF), and includes its legal successors and assigns.
- (b) "Engineer or Engineer in Charge" means the Project Management Consultants (PMC) appointed by the Employer to act as the Engineer which is M/s Mott MacDonald India Pvt td.
- (c) "Agency", "Consultant", "Construction Quality Auditor" or "Bidder" shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (d) "Agreement" or "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer and the Consultant, together with the documents and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to be from one contract and shall be complementary to one another.
- (e) "Tender Documents" shall mean and include the Consultant's Tender Form. The Proforma of Bank Guarantee for Earnest Money Deposit, the Proforma of Bank Guarantee for Performance Security, Notice Inviting Tender, Tender Form and Contract Agreement, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Bill of Quantities with Detailed Specifications.
- (f) "Notice in writing" or "written notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by post/courier to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course it would have been delivered.
- (g) The expression "works" or "work" shall mean the scope of work as mentioned in the **Clause 2.1**
- (h) "Specification" means the specifications given in this document including relevant Indian Standard Specification and where such a specification is not available, the specification as approved by the Engineer.

- (i) "Drawings" means the drawings prepared by the Architect and referred to, in the Specifications and any modification of such drawings and such other drawings as may be issued by the Engineer from time to time for execution of the works issued by (or on behalf of) the Employer in accordance with the Contract.
- (j) "Materials" means the materials, apparatus, equipment's, fittings, fixtures and all such other material which are incorporated in the 'works'.
- (k) "Virtual completion" shall mean the Work, according to the Engineer, has been completed in every respect in conformity with the Contract Documents and is ready and fit for the intended purpose, complete with all systems and services having been tested and commissioned and a Virtual Completion Certificate is issued by the Engineer with the concurrence of the Architect and the Owner
- (l) "Urgent Works" means any urgent works, which in the opinion of the Engineer/Employer becomes necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structures or services or required to accelerate the progress of work or which becomes necessary for safety & security or for any other reason, the Engineer/Employer may find it necessary.
- (m) "Force Majeure conditions" means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the bidder and which results in bidder's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, ionizing radiation or contamination, Government action, inaction or restrictions, major accidents or an act of God or other similar causes.
- (n) When the words "Approved" "subject to approval", "satisfactory", "equal to" "as directed", "when directed" "determined by", "accepted", "permitted", etc. are used, the approval, judgment, direction etc., implied is understood to be a function of the Engineer and shall have the same effect as if performed by the Employer.
- (o) "Market Rate" means the rate as decided by the Engineer on the basis of cost of materials inclusive of any tax, duty, octroi or such statutory impositions at the time of work and cost of labor at site where the work is to be executed plus the percentage to cover all overheads & profit only in case of work ordered in writing by the Engineer and in such case, the same work shall not constitute the part of Contract Price (based on the quoted rates)
- (p) "Month" means English calendar month.
- (q) "Week" means seven consecutive calendar days.

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

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

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

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

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

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

**3.1.6 Documents Mutually Explanatory:**

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

**3.1.7 Errors, Omissions and Descriptions:**

- (a) In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order of precedence shall apply:
  - i. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
  - ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.
  - iii. Between specifications and drawings, the later shall prevail.
- (b) In case of difference between the amount written in figures and words, the amount in words shall prevail.

- (c) In all cases of omissions and/or doubts or discrepancies in any of the specifications, the Consultant shall make a reference to the Engineer whose elucidation, elaboration or decision shall be final. The Consultant shall be held responsible for any error that may occur in the work due to lack of such reference and precaution.

### **3.1.8 Sufficiency of Tender**

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

### **3.1.9 Consultant's General Responsibilities**

- (a) The Consultant shall, subject to the provisions of the Contract, and with due care and diligence, execute complete and maintain the Works, remedy any defects therein in accordance with provisions of the Contract and provide all labour including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or of a permanent nature, required in and for such execution, completion, remedying of any defects and maintenance. The works shall be carried out by the Consultant in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instruction and directions on any and all matters whether mentioned in the Contract or not.
- (b) Well in advance to commencement of any part of the work, the Consultant shall promptly notify the Engineer immediately on receipt of information/drawings of any error, omission, fault or any other defect in the design or specifications/drawings for the works which he discovers at post-contract stage only when reviewing the documents or in the process of execution of the works.
- (c) The Consultant shall afford the Engineer and to his authorized representative every facility and assistance for examining the works and materials and checking and measuring works and materials.
- (d) The Consultant shall carry out and complete the works in accordance with good engineering practices and using materials and workmanship of the best quality and standards provided that where and to the extent the approval of the quality of materials or of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of the Engineer. Dissatisfaction of quality, standard and workmanship by the Engineer cannot be disputed by the Consultant.
- (e) The Consultant shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule and Specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Consultant finds any discrepancy in the Drawings or between the Drawings, Schedule and Specifications, he shall well in advance to commencement

of work refer the same in writing to the Engineer who shall decide and communicate to the Consultant and the Consultant shall follow the same.

- (f) The Consultant is bound to carry out all of works necessary for the completion of the job even though such items are not included in the Schedule/ Specifications. Engineer with the prior consent in writing of the Employer shall issue written instructions to the Consultant in respect of any additional items and their quantities.
- (g) The Consultant must co-operate with the other Consultants appointed by the Employer so that the work shall proceed smoothly to be satisfaction of the Engineer.
- (h) The Consultant must bear in mind that all the work shall be carried out strictly in accordance with the Contract documents and drawings and in compliance of the requirements of the local public authorities and to the requirements/satisfaction/direction of the Engineer and no deviation on any account will be permitted.
- (i) The Consultant shall have to use materials of the makes/manufacturers specified in the list of materials of approved brand and/or manufacture contained in Contract documents. Employer however shall be entitled to change the standards, makes/manufacturers of any items subject to reimbursement of any extra cost involved or to make such material/articles available at its cost any claim applicable deductions from the agreed cost / Contract Value.
- (j) There may be at any time hindrances to the work of the Consultant due to the on-going activities of other agencies which Consultant has to bear without any demur and no claim for time extension or claim for any payment on that account shall be entertained. The Consultant shall, in accordance with the requirements of the Engineer, cooperate with and afford all reasonable opportunities for carrying out work by such other Consultants and their workmen as might be engaged by the Employer, who may be employed in execution on or near the site, of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.
- (k) The approach access to the site and works shall be used by any other Agency engaged by the Employer for the Electrical and other jobs.
- (l) If any part of the Consultant's work depends, for proper execution or result, upon the work of any other Consultant, the Consultant shall promptly report in writing to the Engineer any defects in such work that render it unsuitable for such proper execution and result. His failure to report shall constitute acceptance of other Consultant's work as fit and proper for the reception of his own work, except as to defect, which may develop in the other Consultant's work after the proper execution of his own work.
- (m) The consultant shall not be assigned or sublet any work without the written approval of the Engineer/ Engineer-in-Charge. And if the consultant shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency

proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the consultant, or any of his servants or agent to any public officer or employee of the employer, the contract may be terminated by the employer.

- (n) Where the consultant is a partnership firm, the previous approval in writing of the Engineer/ Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the consultant is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the consultant enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the consultant. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention hereof and the contract may be terminated by the employer.

### **3.2 CONTRACT AGREEMENT REQUIREMENT**

The Parties shall enter into a Contract Agreement within 10 days after the Consultant receives the Letter of Intent, unless they agree otherwise. The Contract Agreement shall be based upon the RFP, GCC, SCC annexed to the tender document. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the selected Consultant. However, ACCF may issue Purchase Order, covering contractual conditions, and same may be treated as Contract Agreement.

### **3.3 INTERPRETATION**

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

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

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

- a. The Contract Agreement (if any).
- b. The Letter of Acceptance.

- c. The Letter of Tender.
- d. The Special Conditions.
- e. The General Conditions.
- f. The Specification.
- g. The Drawings. And
- h. The Schedules and any other documents forming part of the Contract.

**3.5 COMPLIANCE WITH LAWS:**

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

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

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

The Employer shall give the Consultant right of access to and possession of the parts of the Site. The right and possession may not be exclusive to the Consultant, If Under the Contract, The Employer is required to give (to the Consultant) possession of means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received

**3.7 GROUNDS FOR WITHHOLDING PAYMENTS:**

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

**3.8 INDEMNIFICATION:**

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

- a) Claims for bodily injury, including death, and claims asserted by third parties for bodily injury, including death;

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

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

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

- (a) In case of Dispute or difference arising between the Employer and the Consultant relating to any matter arising out of or connected with the Contract, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrator one each appointed by the Employer and the Consultant and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as P
- (b) residing Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by the Employer and the Consultant.
- (c) The Arbitration Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by both the parties to reach upon consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by both the Employer and the Consultant.
- (d) Arbitration proceedings shall be held in Guwahati, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.
- (e) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its party itself.
- (f) The client reserves the right to not to award contract to a bidder who is found to be in dispute with Government of Assam (GOA) or any other strategic agency involved in this program.
- (g) Place of Arbitration shall be Guwahati.

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

**3.10 NOTICE OF DEFAULT:**

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

**3.11 FORCE MAJEURE:**

**3.11.1** Time and quality being the essence of this contract any delay or nonconformity to any of the contraction obligations shall be treated as a default in the part of the Consultant except in the case of Force Majeure provided the consultant;

- a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- b) Has informed the other party as soon as possible about the occurrence of such an event.

**3.11.2** Force Majeure may include. But is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) and (b) above are satisfied:

- (a) War, hostilities (whether war be declared or not). Invasion. Act of foreign enemies.
- (b) Rebellion, terrorism. Revolution, insurrection. Military or usurped power, or civil war.
- (c) Riot, commotion, disorder, strike or lockout by persons other than the Consultant's Personnel and other employees of the Consultant and Sub- consultants.
- (d) War, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Consultant's use of such munitions, explosives. Radiation or radio-activity and
- (e) Natural catastrophes such as earthquake, hurricane or volcanic activity.

**3.12 MEDICAL ALERTS AND SAFETY NOTIFICATIONS**

**3.12.1** If a medical alert, recall, safety notification, advisory or warning is issued or communicated, at any time, by the Consultant or manufacturer of the Equipment or an Indian recognized reporting agency involving any of the Equipment, delivered to the ACCF or is posted on a government or authorized web site, the Consultant shall:

- a. Communicate the medical alert, recall safety notification, advisory or warning by registered mail, email and by facsimile to the ACCF;
- b. Follow any applicable protocols and requirements authorized by a Governmental Authority; and
- c. Take all steps necessary to remedy the situation at no cost to the ACCF and in a way that is acceptable to the ACCF acting reasonably.

**3.12.2** The Consultant shall also:

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

**3.13 CONFIDENTIALITY**

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

**3.14 INTELLECTUAL PROPERTY RIGHTS:**

- (a) It is hereby acknowledged and agreed that the Owner / Engineer has commissioned the Work in connection with the Project and accordingly ownership of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared by the Architects, the Consultant and any Sub-Consultants or Vendors belongs and shall be assigned solely to the Owner who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the Owner's sole discretion, directly or through the Project Manager. The Consultant hereby disclaims any right whatsoever on these intellectual property rights in which cases the Owner shall be duly informed in that regard. This intellectual property right entitlement shall extend to any maintenance, repair and renewal, reinstatement and enlargement of the Project. The Consultant / Service provider / Consultant shall ensure that any provisions of this type necessary to protect the intellectual property rights of the Owner / Engineer are included in all its contracts with Sub-Consultants.

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

### **3.15 PUBLICITY**

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

### **3.16 NON-WAIVER**

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

### **3.17 GOVERNING LAW**

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

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

- (a) Any offers, direct or indirect, any illegal payments, remuneration, gifts, donations or comparable benefits to any PMC/Engineer/ ACCF employee/ representative, which are intended or perceived to obtain business or uncompetitive favors for the conduct of business, excepting nominal gifts which are customarily given and are of commemorative nature for special events, are strictly prohibited as per the ACCF Code of Conduct.
- (b) The CONSULTANT represent that it does not employ any child labour in the manufacture or supply of goods and services under this contract. The CONSULTANT represents that it has complied with and shall comply with all rules and regulations of the Child Labour Act (as applicable). ACCF shall have the right to terminate the Agreement forthwith in the event the CONSULTANT does any act or thing which shall contravene any provision the Child Labour Act (as applicable). The CONSULTANT shall be liable to ACCF for any loss and damage caused to ACCF due to failure on the part of the CONSULTANT due to this. The CONSULTANT should ensure compliance with the Tata Code of Conduct (TCOC).

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

- (a) If the Consultant considers himself to be entitled to any extension of the Time for Completion and/or any additional payment. Under any Clause of these Conditions or otherwise in connection with the Contract, the Consultant shall give notice to the Engineer,

describing the event or circumstance giving rise to the claim. The notice shall be given as soon as possible and not later than 10 days after the Consultant became aware or should have become aware of the event or circumstance.

- (b) If the Consultant fails to give notice of a claim within such period of 10 days, the Time for Completion shall not be extended. The Consultant shall not be entitled to additional payment and the Employer shall be discharged from all liability in connection with the claim, Otherwise the following provisions of this Sub-Clause shall apply.
- (c) The Consultant shall also submit any other notices which are required by the Contract and supporting particulars for the claim. All as relevant to such event or circumstance.
- (d) The Consultant shall keep such contemporary records as may be necessary to substantiate any claim either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may after receiving any notice under this Sub-Clause monitor the record-keeping and/or instruct the Consultant to keep further contemporary records. The Consultant shall permit the Engineer to inspect all these records and shall (if instructed) submit copies to the Engineer.
- (e) Within 05 days after the Consultant became aware (or should have become aware) of the event or circumstance giving rise to the claim or within such other period as may be proposed by the Consultant and approved by the Engineer, the Consultant shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
  - a. This fully detailed claim shall be considered as interim:
  - b. The Consultant shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed and such further particulars as the Engineer may reasonably require: and
  - c. The Consultant shall send a final claim within 20 days after the end of the effects resulting from the event or circumstance or within such other period as may be proposed by the Consultant and approved by the Engineer.
- (f) Within 07 days after receiving a claim or any further particulars supporting a previous claim or within such other period as may be proposed by the Engineer and approved by the Consultant, the Engineer shall respond with approval. Or with disapproval and detailed comments. He may also request any necessary further particulars. But shall nevertheless give his response on the principles of the claim within such time.
- (g) Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim. The Consultant shall only be entitled to payment for such part of the claim as he has been able to substantiate.

### **3.20 RIGHT TO AUDIT**

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

### **3.21 LIMITATION OF LIABILITY**

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

### **3.22 TIME CONTROL**

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

- a. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Consultant taking steps to accelerate the remaining work and which would cause the Consultant to incur additional cost.
- b. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 04 days of the Consultant asking the Engineer for decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Consultant has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- c. The Engineer shall within 04 days of receiving full justification from the consultant for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 01 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision.

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

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

#### **3.22.3 MANAGEMENT MEETINGS**

- (a) Either the Engineer or the Consultant may require the other to attend a management meeting.

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

**3.22.4 EARLY WARNING**

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

**3.23 COST CONTROL  
NA**

**3.24 PAYMENTS**

- a. Payments shall be made as per the payment mechanism as proposed below

**Weightage of release of payment**

S.no	Description	Weightage
1	Inception Plan	20%
2	Preliminary site report	20%
3	Final report	40%
4	Clarification and Acceptance of Reports by Client.	20%
<b>Total</b>		<b>100%</b>

- b. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and GST (as applicable), other taxes at source, as applicable under the law, unless otherwise agreed to in writing by the Client as part of the Contract. The Employer shall pay the Consultant as per the agreed payment mechanism computed based on the amounts certified by the Engineer within a reasonable time subject to the availability of fund. The Engineer/ Employer shall not delay the payment unreasonably (i.e., without valid reasons), if fund is available.

- c. If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the consultant shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- d. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **3.25 TAX**

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

### **3.26 RETENTION NA**

### **3.27 SECURITIES**

5% of the contract value. (inclusive of GST). **Refer Clause 2.33**

### **3.28 FINISHING THE CONTRACT**

#### **3.28.1 COMPLETION**

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

#### **3.28.2 FINAL ACCOUNT**

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

### **3.29 TERMINATION**

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

- a. The Consultant stops work for 07 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer.
- b. The Engineer instructs the Consultant to delay the progress of the Works and the instruction is not withdrawn within 05 days.
- c. The Employer or the Consultant is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- d. A payment certified by the Engineer is not paid by the Employer to the Consultant within 60 days of the date of the Engineer's certificate;
  - e. The Engineer gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Consultant fails to correct it within a reasonable period of time determined by the Engineer;
  - f. The consultant does not maintain a security, which is required;
- 3.29.2** If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.29.3** For the purpose of this paragraph: "corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a representation of facts in order to establish bid prices at artificial non-competitive levels and to deprive the Borrower, and includes collusive practice among Bidders (prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."
- 3.29.4** When either party to the Consultant gives notice of a breach of contract to the Engineer, the Engineer shall decide whether the breach is fundamental or not.
- 3.29.5** Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 3.29.6** If the Contract is terminated the Consultant shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**3.30 PAYMENT UPON TERMINATION**

- (a) If the Contract is terminated because of a fundamental breach of Contract by the Consultant, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less GST (as applicable) & other taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Schedule of Fiscal Aspects. If the total amount due to the Employer exceeds any payment due to the Consultant the difference shall be a debt payable to the Employer.
- (b) If the contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the consultant and available at site, the reasonable cost of removal of Equipment, repatriation of the Consultant's personnel employed solely on the Works, and the Consultant's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less GST (as applicable), Forest Royalty & other taxes due, to be deducted at source as per applicable law.

**VOLUME -III**

**SPECIAL CONDITIONS OF CONTRACTS**

## 4 SPECIAL CONDITIONS OF CONTRACT

### 4.1 Projects Information

#### 4.1.1 About ACCF

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

#### 4.1.2 About the Project

- (a) The Project envisages an infrastructure hierarchy, which would have each level of government facility playing a crucial unique role across the cancer care continuum in an inter-dependent manner.
- (i) **L1 Centres** with facilities capable of providing all sophisticated forms of cancer care services including clinical research.
  - (ii) **L2 Centers** with facilities will be developed close to Government Medical Colleges. These will provide basic comprehensive oncology services to be able to address most common forms of cancer in the State.
  - (iii) **L3 Centres** with facilities established adjacent to District Hospital or proposed medical colleges. These will provide diagnostic services to at-risk population and day care services for cancer patients.
- (b) The facilities will be distinguished through the medical, nursing and allied health education and research programs, as well as partnership and referral linkages. Patient-centered care will be delivered by skilled clinicians and specialists and nurses. In all the above facilities, the land is provided by GOA to ACCF on lease for a period of 30 years.
- (c) The proposed facilities are collectively referred to as Assam Cancer Care Hospitals (“Program Infrastructure” or “Hospitals” or “Project”) for the purpose of this RFP. The category of facilities and identified area and description of such facilities are based on the current understanding as at the date of this RFP and the Client reserves the right to make changes at its discretion.

**4.1.3** Schedule of Fiscal aspects

S. No.	Description	Remarks																		
1.	Intended Completion Date	Please refer <b>Clause No 2.1.8</b>																		
2.	Statutory changes in Taxes & New Taxes imposed	Any new taxes not leviable at the time of Bid shall be payable by Client to the Consultant only on producing necessary documents justifying applicability of such taxes to the satisfaction of the Client. It is clarified that the consultant shall be responsible for payment of all taxes/cess, duties, fees and other impositions as may be levied under the applicable laws in India in relation to the works or services undertaken pursuant to the contract in a timely manner. The consultant acknowledges that Client shall not be liable for any cost due to non-payment or delayed payment of any taxes either by the consultant or its associated parties.																		
3.	Insurances	The Consultant shall provide the following insurance covers: (a) Company Block Policy covering Consultant's insurances as follows valid till completion •Third Party • Professional Indemnity (copies of policies to be provided to the Client)																		
4.	Idling charges	No idling charges will be paid.																		
5.	Release of payments	As per <b>Clause 3.24</b> <table border="1" data-bbox="755 1372 1372 1617"> <thead> <tr> <th>S.no</th> <th>Description</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Plan</td> <td>20%</td> </tr> <tr> <td>2</td> <td>Preliminary site report</td> <td>20%</td> </tr> <tr> <td>3</td> <td>Final report</td> <td>40%</td> </tr> <tr> <td>4</td> <td>Clarification and close out</td> <td>20%</td> </tr> <tr> <td></td> <td><b>Total</b></td> <td><b>100%</b></td> </tr> </tbody> </table>	S.no	Description	Weightage	1	Inception Plan	20%	2	Preliminary site report	20%	3	Final report	40%	4	Clarification and close out	20%		<b>Total</b>	<b>100%</b>
S.no	Description	Weightage																		
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2	Preliminary site report	20%																		
3	Final report	40%																		
4	Clarification and close out	20%																		
	<b>Total</b>	<b>100%</b>																		

**4.1.4** Taxes, Duties and Other levies

Without prejudice to stipulations in general conditions of contract, the tenderer should quote prices inclusive of applicable taxes, Forest Royalty and other taxes as applicable on works contract and other levies but excluding GST on site wise quote . GST (as applicable), Forest Royalty and other taxes and levies, cess etc. shall be deducted as per existing Govt. rules.

#### **4.1.5 TIME SCHEDULE**

- (a) Time is the essence of the Contract. The work shall be executed strictly as per the Time-Schedule **(refer Clause 2.1.8)**
- (b) Any time extension beyond the completion period shall be at the discretion of the Client without prejudice to levy of liquidated damages for delay in Completion
- (c) Time Schedule
  - (i) The Consultant shall submit within 03 (Three) Days from the date of issue of Letter of Intent/work order.

#### **4.1.6 RECRUITMENT OF PERSONNEL**

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

#### **4.1.7 CO-ORDINATION WITH OTHER AGENCIES**

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

#### **4.1.8 URGENCY OF WORK**

The work being of very urgent nature shall be carried out with all efforts by the Consultant to complete it in all respects within the stipulated time of completion. The progress of the work as shown in work program shall be continued, by the Consultant even if any dispute arises between the Consultant and ACCF on any matter connected with the work and consultant approaches legal authority for settlement of the dispute, on being not satisfied with the decision of ACCF on the matter of dispute. The continuation of progress of the work should not be hampered in any case by both parties and order given by legal authority on matter of dispute shall be binding on the parties.

#### **4.1.9 REPORT OF ACCIDENTS**

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

## VOLUME -IV

### ANNEXURES

#### List of annexures

<b>Annexure number</b>	<b>Annexure name</b>	<b>Remarks</b>
1	Scope	Added Below
2	Technical bid form	Added below
3	Statement of absence of conflict of interest	Added below
4	Bid form	Added Below
5	Bid security	Added below
6	Undertaking for bid validity	Added below
	Performance security (bank guarantee)	Added below
7	Number of tests	Added below

## Annexure 1: Scope Of Work

S. No	Test Name	IS Code	Type of work	Test objective	Frequency of tests
1	Construction Material		Review of material test certificate, lab test results	Conformance to design and contractual stipulations	Inspection of min 10% of all available test results
1.1	Cement	IS 4031 IS 8112 (2013)	Consistency, initial and final setting time, 28-day compressive strength	-do-	-do-
1.2	Aggregate	IS 2386 Part I to IV (1963)	Sieve analysis, bulk density, crushing value, impact value	-do-	-do-
1.3	Reinforcement	IS-1786 (2008)	Chemical composition, ultimate tensile strength, bend test, reverse bend test	-do-	-do-
1.4	Sand	IS – 383 (1970) IS – 2116 (1980)	Silt Content, Water Absorption test, Sieve Analysis	-do-	-do-
1.5	Clay Bricks	IS 3495 Part I to IV (1992)	compressive strength test	-do-	-do-
1.6	AAC Blocks	IS 2185 Part III (1984)	Compressive strength test, block density test, moisture content test, drying shrinkage test, thermal conductivity test, sound reduction test	-do-	-do-
2	Quality lab inspection	NA	Inspection	Equipment calibration certificate checking, test report documentation checking	NA

3	Batching plant inspection	NA	Inspection, review of latest date of calibration	Plant calibration certificate checking, capacity output	NA
4	Rebound Hammer Test	IS - 13311 - Part -2	Number of tests as per the mentioned IS Code	Characteristic strength of Concrete	Bidder to propose number of readings to be taken
5	Ultrasonic pulse velocity	IS - 13311 - Part -1	Number of tests as per the mentioned IS Code	Ingredient analysis of concrete, void detection	Bidder to propose number of readings to be taken
6	Finishing Items				
6.1	Dry Wall		Vendor material - ISI certificate checking; Method Statement checking	-	-
6.2	Mineral Fibre Board				
6.3	Gypsum Board				
6.4	IPS Flooring				
6.5	Vitrified Tiles				
6.6	Prestressed Cement Concrete tiles				
6.7	GI Coil Coated tiles				
6.8	MR Gypsum Board				
6.9	Vinyl Flooring				
6.1	Ceramic Tile Dado				
<b>7</b>	<b>MEP</b>				
7.1	Reviews		Review Of DBRs, Quality Assurance Plan(QAP), Methodology.		
7.2	Material Specification		Review of material test certificates & Material Makes. MIR at sites.		
7.3	Test Reports		Validation of Test Reports		

7.4	Execution Checklists		Review of Checklists.		
7.5	Commissioning		Review of Commissioning Reports.		

## Annexure 2: Technical bid scoring evaluation criteria

No	Criteria	Evaluation parameter and weightage		Total marks
1	Relevant experience and credentials of the Bidder	Quality audit work undertaken in		30
		15 or more construction projects	30	
		13 to 15 construction projects	20	
2	Cost of the previous projects handled in the last 5 years	10 to 12 projects	10	20
		above 1 Crore	20	
		above 75 Lakhs	15	
		Min 5 projects of 10 Lakhs and above, each	10	
3	Key personnel	Key personnel with min qualifications as shown in table	10	10
4	Testing Equipment	Availability of all testing equipment for tests related to scope	10	10
5	Approach and methodology of work	Technical Proposal including work plan, schedule and approach This will be based on No. Tests & Type of tests recommended for audit as per Annexure 8 & 9.	30	30

**Annexure 3: Statement of absence of conflict of interest**

*<Letterhead of the bidder>*

I, the undersigned ....., **being the authorised signatory** for the above-mentioned company/consortium for the tender number and name **ACCF/CQA/2020-21/14 CONSTRUCTION QUALITY AUDIT**", hereby solemnly declare that we are not and shall not be in any situation which could give rise to a conflict of interest in what concerns the performance and/or implementation of the contract. In the event of the contract being awarded to us, we undertake to act with complete impartiality and in good faith in what concerns its performance and outcome and to immediately declare to Client and Engineer in writing any situation that might raise concerns with respect to conflict of interest, impartiality or otherwise affect our position/ability to duly and appropriately perform the contract.

I hereby also undertake to ensure that, in the case of successful award, all staff (including those of any sub-contractors) involved in the performance of services under the contract shall duly sign a declaration of absence of conflict of interest and confidentiality as per the template provided in Annexure 3 of Volume IV of the RFP document.

\_\_\_\_\_  
*Date and signature along with company seal*

**Annexure 4: Bid Form**

**Bid Form or Covering Letter**

[on the letter head of the Bidder]

Kind Attention:

[location, date]

The Clinical Director/Project Director

Assam Cancer Care Foundation, Guwahati

Tender No.:

For work of \_\_\_\_\_

Sir,

Having read, carefully examined and understood the TENDER document dated [●] issued by ACCF ("Client") and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "TENDER"), we hereby submit our Technical and Financial Bid/Proposal for all the locations as stated in the bid.

1. We have submitted EMD of Rs.....against above mentioned quoted locations. In case submitted EMD is less as compared to required EMD, pls consider bid for those locations appearing first out of above mentioned quoted location.
2. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the TENDER document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the TENDER during the bidding process.
3. We agree that we have inspected and examined the TENDER and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the TENDER which may affect our Bid and all queries on other contractual matters have been addressed.
4. We agree to the conditions of the TENDER under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by ACCF as per the terms and conditions.
5. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.

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

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

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

**Name of the Authorised Signatory:**  
**Designation:**  
**Contact Details: Mobile:.....Email:**

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

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

**KNOW ALL PEOPLE** by these presents that We \_\_\_\_\_  
[Name of Bank] of \_\_\_\_\_ [name of country]  
having our registered office at \_\_\_\_\_ [hereinafter called “the Bank”]

are bound unto \_\_\_\_\_ [name of Employer hereinafter called" the Employer") in the sum of [note 1] \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

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

iii)

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand.

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

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

DATE: SIGNATURE:

WITNESS: SEAL:

[Signature, Name and Address]

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

Note2: **60 days** after the end of the validity period of the Bid.

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

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

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

Title of Officer

Name of Firm

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

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

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

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

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

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

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

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

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

### Annexure 8: Number of Non- Destructive tests being proposed

S.no	Hospital Location		
1	SCI Phase I		
	SCI Phase II		
2	Dibrugarh		
3	Barpeta		
4	Tezpur		
5	Jorhat		
6	Lakhimpur		
7	Kokrajhar		
8	Darrang		
9	Silchar		
10	Diphu		

### Annexure 9: Audit Tests For MEP being proposed

S.no	Hospital Location	To be Proposed By Consultant	
1	SCI Phase I		
	SCI Phase II		
2	Dibrugarh		
3	Barpeta		
4	Tezpur		
5	Jorhat		
6	Lakhimpur		
7	Kokrajhar		
8	Darrang		
9	Silchar		
10	Diphu		