

**CLAUSES OF CONTRACT**

(TERMS, CONDITIONS, ELIGIBILITY AND GUIDELINES)

NIT NO:-PH/EC/NIT/...61A/10-11/15/273 Date .....13/05/2011

A. TERMS AND CONDITIONS

- 1 The value of Solvency/Bankers Certificate should be equivalent to the estimated cost put to tender and validity period of the Solvency Certificate shall be 6( six )months from the date of issue of certificate by the Bank. Any Solvency Certificate without date, seal and signature of the issuing authority shall be rejected.
- 2 The Contractor should enclose attested copies of PAN Card and VAT Registration Certificates. The firm exempted from Income Tax shall enclose attested copy of tax exemption certificate from the competent Income Tax authority.
- 3 Any correction by cutting/over writing etc, in the tender papers must be authenticated by initial/sign by the contractor failing which it will be summarily rejected.
- 4 Any unsigned tender format shall be rejected.
- 5 No boarding/lodging facilities etc, and lunch shall be provided by the Corporation to bidders for attending such tender proceeding.
- 6 If the date of opening of the tender falls on holiday or in the event of unavoidable circumstances, the tender shall be opened on next working day at the same time and same place.
- 7 The time and venue of the tender opening may be changed, if required, due to unavoidable administrative reasons, after notifying the same.
- 8 The black listed contractor of the state/central Government or Government undertaking Department, if it comes to the notice of the APH & WCL before opening of the tender shall be rejected summarily.
- 9 The contractor of APH &WCL who have failed to complete previously allotted work of APH&WCL within the stipulated time shall also be rejected summarily.
- 10 The Tender /quotation Paper shall not be transferred / sold to any other person.
- 11 Rates quoted shall be inclusive of all taxes like Income Tax, Forest Royalty, Mineral Royalty , Entry Tax , VAT and Cess which will be directly deducted from the Bill as per the rate/percentage fixed by the Government from time to time. The contractors have to submit an option for VAT deduction duly signed by the competent authority of the Tax Department and NOC from the Apex bank at the time of clearing Bill.
- 12 The Rate quoted should be rounded up to 2 (Two) decimal points.
- 13 The Grand Total amount quoted shall be the basis for considering as highest or lowest bidder.
- 14 All items of work mentioned in Bill of Quantities are compulsory. Contractor/firm omitting any item shall be rejected summarily.
- 15 If two or more tenderers quote the same percentage/rate for a work ,then the decision of tender accepting authority shall be final and binding in all respects without any claim, what so ever, from/by the other tenderers.
- 16 In case of arithmetic mistake in totaling, the lower of the total calculated by the bidder and actual total calculated by the tender board shall be taken as final.
- 17 Procurement of quotation format or having experience or/ and bidding lowest amount are not sufficient ground for selection of the contractors for a particular scheme. The previous records (written or unwritten) of the contractor and his behavior with any staff in APH &WCL or in other organisation shall also be a guiding factor for selection of the contractors/firms.
- 18 The successful bidder has to deposit 5% of bid amount in irrevocable Bank Guarantee/FDR as performance guarantee within 15 days from the date of acceptances of quotation failing which his work order shall not be issued and quotation shall be cancelled. Performance Guarantee shall not be returned until the work is completed and liability period of six month is over.
- 19 If the contractor bids 15% below estimated cost and the tender board accepts his tender, then the selected bidder has to pay additional EMD equivalent to the amount of EMD prescribed in the tender for the same work. Further the selected bidder has to give undertaking that there shall be no any compromise in quality.
- 20 Maximum time allowed for completion of the projects are mentioned in NIT against each scheme.
- 21 Any dispute arising out of this tender, including interpretation of meanings, if any, shall have the jurisdiction within Board of Directors of the Arunachal Police Housing & Welfare Corporation Ltd.
- 22 The decision of the Corporation shall be final and binding.

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- 23 In the event of withdrawal of fund or non-allocation of fund by the Government, the tender shall be cancelled.
- 24 Corporation reserves the right to cancel tender at any time without assigning any reason.
- 25 Work should be started within 15 (Fifteen) days from the date of issue of Work Order/signing of agreement, failing which the Corporation reserves the right to cancel the work order.
- 26 Contractors shall get the materials brought to the site, inspected and certified by Corporation Engineers or Unit Incharge before putting into use in construction.
- 27 The drawings are subjected to change as per site conditions.
- 28 The corporation/client reserves the right to change the site slightly on technical or some other administration grounds.
- 29 In the event of cancellation of contract vide section 21 above, the contractor has to pay the price escalation and cost differences caused owing to time gap and cost overrun for completion of balance works.
- 30 Extension of time on valid ground can be given by the Engineer in charge in accordance with CPWD manual on receipt of proper application from the Contractor. But no compensation for escalation of price shall be applicable due to such extension. At the event of a Contractor/firm failing to complete the work within stipulated time or within extended time, the Corporation reserves the right to impose penalty @ 2% per month from the date of expiry of time and on balance value of works OR may cancel the work order by giving one time notice.
- 31 If the work is suspended for more than 15 continuous days, without any reason, and such report is received from the site in charge or CO/SP, then the work order shall be cancelled.
- 32 Quantities of Works in the Schedule of items can vary as per actual site conditions. But total amount shall be restricted within the quoted amount. Payment for additional work done/extra items/deviated/substituted for the similar items can be made separately as per the quoted rate through Work Order provided that the fund is available against the said scheme. For the items not mentioned in tender, the work order shall be issued on the basis of APSR 2006+current rate difference in the market. Such additional work shall be carried out with the approval of Engineer In-Charge only.
- 33 In case of inferior quality of works OR sub-standard work, contractor must rectify the works at his cost failing which corporation will recover equivalent value as per the current market rate OR shall deduct 5% being sub-standard OR as may be decided by the Engineer Incharge.
- 34 Commandant/SP of the concern District and his authorised representative Or other senior police officers of the rank of DIG and above will have the right to inspect the work site for quality assessment.
- 35 Payment shall be made only on receipt of fund from the Government. No mobilisation advance shall be given to the contractor.
- 36 No extra payment shall be made for escalation of price. However competent authority may approve for escalation of price for major items but such escalation shall be subject to availability of fund against the scheme.
- 37 The building materials must be in conformity with the specifications given in the Work order/Agreement, failing which Corporation reserves the right to reject it. For cement, steel and CGI sheet, the firm should produce test certificate from the reputed and approved laboratory at the time of clearing bill.
- 38 The Contractor shall handover the Works to the client and get clearance certificate from Unit In charge of the Police Department before final payment is released.
- 39 5% of gross amount from the bill shall be deducted as security which will be refunded on expiry of liability period of 6 months subject to satisfactory technical /completion certificate from the Executive Engineer and no defect certificate from the incharge of user unit. Such amount will not bear any interest.
- 40 At the event of a Contractor failing to complete the work within stipulated time in the work order, the Corporation reserves the right to cancel the work order by giving one time notice. In such cases, all the liabilities to contractors such as Performance Guarantee, Security Deposit and balance amount, if any, shall be forfeited.
- 41 At the event of a cancellation of Work Order, no part payment shall be made to the defaulting Contractor. All liabilities due to Contractor shall stand forfeited or as may be decided by the Corporation. Balance work shall be taken up Departmentally or may be awarded to any other suitable Contractor on Work Order or by re-tender. Decision of the Corporation in this regard will be final.
- 42 Contractor shall take care of the ongoing building, till the building is handed over to client. If the structure is destroyed/damaged by any means during construction period, Corporation shall not hold any responsibility.
- 43 Value for the balance work/unexecuted work or part item or omitted items shall be as per APSR 2006 Plus/Minus current rate difference of CGI sheet, cement, rod and labour.
- 44 Earnest Money Deposit shall be treated as part of security deposit and it will bear no interest. The security deposit(SD) will be refunded on expiry of liability period of 6 months after final bill.



- 45 Other terms and conditions not mentioned here, but promulgated by the Government or Act or law in the matter of labour ,Royalty, Tax etc, shall be binding on the firm/contractor.

**B) Other possibility reasons for non-selection of contractors (from confidential records):-**

- 1 If the quality of works done by the contractor in the past was not found satisfactory.
- 2 If the contractor or his workers needs constant supervision for quality works.
- 3 If the contractor has indirectly sold his works to others or sublet to others and regularised through power of attorney in earlier case or allow other to work by earning commissions.
- 4 If the contractor/firm and his employee's behavior with the employees of the Corporation at site or in office is not proper and courteous.
- 5 If contractor/firm has sought repeatedly extension of time in earlier cases or he fails to complete the previously allotted works in time.
- 6 If the contractor/firms has the records of being blacklisted by any Govt Department/Public Sector/ Corporation etc.
- 7 If the contractor/firm is not financially sound to carry out the work, but some how manages to get solvency certificates by influence or extraneous means.
- 8 Any other adverse remarks by the Police authorities may also be the cause for its rejection.
- 9 If the contractor/Firm does not practically posses quality equipment and man power but manages to register as contractor/firm.
- 10 If the contractor/firm has any pending legal case with APH & WCL in any court .

For the above possibilities, no evidence/ proof is necessary and reports of our internal enquiries will be considered sufficient to prove such case.

**C) Eligibility Criteria:-**

- 1 The bidder should be registered contractor under Government and Semi-Government Construction Department as a contractor in Civil Category. The firm should also posses an electrician or wireman having wireman certificate.
- 2 The contractor of APH&WCL having experience certificate in APH&WCL who has completed atleast three similar works of 30% of amount put to tender OR Two similar works of atleast 60% of amount put to tender OR 80% of similar work put to tender OR accumulated work experiences in APH&WCL is equal to or more then 100% of work amount put to tender.(Supply and repair works done shall not be counted towards experience in this context)
- 3 Preference will be given to Local firms/contractors for implementation of the projects subject to fulfillment of eligibility criteria.

**D) Guidelines for Submission of Tender:-**

- 1 The tender documents shall be submitted in two seperate envelopes (maximum size 30 cm X 25 cm) 1st envelope marked "**Technical Bid**" shall contain all attested copy of documents related to **Eligibility Criteria** and the 2nd envelope marked "**Price Bid**" shall be as per the format supplied from the office of APH&WCL. Two envelopes shall be sealed separately and tagged together. The contractor shall clearly mention the **name of bidder** and **name of scheme** outside the envelope and both the envelope shall be tagged together and put into single tender box. Any deviation from the above shall be lead to rejection summarily. **(The contractor should note that the slot hole of the Tender Box is of the size of 30cmx2cm.)**

**E) Guidelines for opening of Tender:-**

- 1 The tender box shall be opened on the date and time as mentioned in tender paper . The bidders or their authorised representative only( one per tender) will be allowed to attend during the tender proceedings.
- 2 The technical bid shall be opened first and scrutinised. The price bid for those only , who qualify in technical bid shall be opened for comparison.

  
12/05/2011  
Managing Director  
APH&WCL