

## **Request for Quotation**

**To**

**Carryout Topographical Survey for the proposed construction of Superspeciality hospital at Silchar and Construction of Civil hospital at S.M.Dev, Silchar, S.K.Roy, Hailakandi. (Package No. B-3 – Retender)**

**Invited By:**

**RITES LTD-MUKESH & ASSOCIATES-JV**

**(PMC-AHSSP)**

### **Office Address**

**Nayantara complex (4<sup>th</sup> floor),  
Sixmile, Guwahati-781022,  
Assam, India.**

**Cell: +91-8220214066 / 9957102147**

**E-Mail: [pmcahssp@gmail.com](mailto:pmcahssp@gmail.com)**

**RFQ No. AHIDMS/JICA/AHSSP/Survey/97/2023/30-A**

**Issue Date – 13/03/2024**

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## Section 1 : Notice Inviting Quotation

The Team Leader (National), RITES Ltd.-Mukesh & Associates-JV on behalf of Assam Health Infrastructure Development and Management Society invites quotation from eligible Vendors/firms/contractors of for the following work:

Package No.	Package No. B-3
Name of the Work	Carryout Topographical Survey for the proposed construction of Superspeciality hospital at Silchar and Construction of Civil hospital at S.M.Dev, Silchar, S.K.Roy, Hailakandi. (Package No. B-3 – Retender)
Estimated cost put to tender	<b>Rs.6,53,452/-</b>
Bid Security/EMD	<b>2% i.e. Rs.13,069/- in the form of Demand Draft from any scheduled/Nationalized bank issued in favour of The Project Director, Assam Health Infrastructure Development and Management Society and payable at Guwahati</b>
Period of completion	Within One Month from the date of issuance of Work order
Pre-bid Meeting	Pre Bid Meeting (Pre-bid Clarification) will be held as per the following Date, time and venue. Date : 15.03.2024 Time : 12.00 Hrs (IST) Venue : O/o The Team Leader (National), RITES Ltd.-Mukesh & Associates-JV, PMC-AHSSP, Nayantara complex (4th floor), Sixmile, Guwahati-781022, Assam, India.
Last date for submission of Quotation along with Qualification Documents <b>(Physical Submission)</b>	<b>Up to 15:00 Hrs. on 22.03.2024</b>
Time & date of opening of Eligibility Documents & Quotations	<b>15:30 Hrs. on 22.03.2024</b>
Validity	Offers shall be valid for a period of Ninety (90) days from last date of bid submission.

### **NOTE:**

- a. The above mentioned dates are subject to amendment, in which case the

amendments shall be uploaded in the website: <https://ahidms.assam.gov.in>

- b. No Quotation shall be accepted in any case after the Last date of submission, irrespective of delay due to postal services or any other reasons and PMC does not assume any responsibility for late receipt of the Tender.
- c. All interested parties are requested to understand this RFQ in detail, in order to comply with PMC's requirements, including but not limited to the deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards. The interested parties shall strictly abide by all terms prescribed in this RFQ and provide accurate information to the best of their knowledge without misleading the PMC to be considered for participation in this Project.
- d. Quotation along with Qualification Document as mentioned in RFQ document and duly signed and sealed RFQ document in Original shall be submitted within the last date as above given at the address mentioned below:

“The Team Leader (National), RITES Ltd.-Mukesh & Associates-JV, PMC-AHSSP,  
Nayantara complex (4th floor), Sixmile, Guwahati-781022, Assam, India.”

S/d

The Team Leader (National),  
RITES Ltd.-Mukesh & Associates-JV  
PMC-AHSSP  
Sixmile, Guwahati-22.

## **Section 2 : Instruction to Bidders (ITB)**

### **1. GENERAL**

- 1.1 Bidder shall not seek to alter any agreed contractual terms, conditions and specifications after award of work and during execution of the work.
- 1.2 The specification provided with this RFQ (Request for Quotation) document outlines the functional requirement.
- 1.3 The entire site for the work shall be made available for the work after award of the work.
- 1.4 The Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct. PMC reserves the right to confirm / verify any data or information through their own sources.
- 1.5 The Bidder should meet all the eligibility criteria as per ITB Clause 4 as on the bid due date. The quotation of only those bidders, who meet the all the above Eligibility Criteria, will be considered for further evaluation.
- 1.6 All rates shall be quoted only in the format enclosed with this RFQ.
- 1.7 The PMC does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Quotation and the Bidder shall be bound to perform the same at the rate quoted.

### **2. LOCAL CONDITIONS:**

- 2.1 The Bidder is advised to visit and examine the site conditions, location, surroundings, climate, availability of local labour, local working conditions, accommodation, availability of power, water and other utilities for performance of work, access to site, communication, transport, right of way, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract. The costs of visiting the Site shall be at Bidder's own expense.
- 2.2 The Bidder and any of its personnel or agents shall be granted permission by the AHIDMS/PMC to enter upon it's premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the AHIDMS/PMC and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 2.3 Failure to visit the Site shall in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with this RFQ document.
- 2.4 In no case the date of Time for Completion of the project shall be extended, due to the failure of the Bidder to visit the site and it shall be in line with the timeline

- of PMC.
- 2.5 The Bidder must conduct its own inspection of the proposed project site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints.
- 2.6 It shall be deemed that by submitting a quotation, the Bidder has:
- I. made a complete and careful examination of the all the 3 (Three) Site location
  - II. received all relevant information from the PMC;
- 2.7 The PMC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or in any information or data given by the Company.

### **3. RIGHT TO ACCEPT OR REJECT ANY OR ALL QUOTATION**

- 3.1 Misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Quotations have been opened and the Successful Bidder gets disqualified / rejected, then the PMC reserves the right to:
- a) select the next Bidder with the Lowest Quoted Value as the Successful Bidder; <or>
  - b) Take any such measure as may be deemed fit in the sole discretion of the PMC, including annulment of the bidding process.
- 3.2 In case it is found during the evaluation or at any time before issuance of Work order or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Contractor either by issue of the LOA or Work Order, and if the Successful Bidder has already been issued the LOA or Work Order, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ document, be liable to be terminated, by a communication in writing by the PMC to the Contractor, without the PMC being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. **In such an event, the PMC shall forfeit and appropriate the DD (EMD) without prejudice to any other right or remedy that may be available to the PMC.**
- 3.3 The PMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ. Failure of the PMC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the PMC there under.

- 3.4 PMC also reserves right to reject or disqualify any bidder at any stage considering its overall performance in past project (s) executed for AHIDMS/PMC based on reasonable grounds/ reasons for such rejection/disqualification. PMC shall be under no obligation to inform the affected Applicants of the rejection and / or ground for rejection.

#### **4. PRE-QUALIFYING REQUIREMENTS (PQRS)/ ELIGIBILITY CONDITIONS:**

##### **4.1 Eligibility Criteria:**

- a) The Bidders should have GST registration, PAN No. etc.
- b) The agency should have valid licenses under The Contract Labour (Regulation & Abolition) Act, 1970 & The Contract Labour (P & R) (ASSAM) Rules 1972 and amendment from time to time or should give an undertaking that he will get himself registered within one week if work is awarded to him and if applicable as per prevailing labour laws.
- c) **Supporting Documents required:** GST Registration Certificate, PAN Card, Labour License of undertaking as per Annexure-1.

##### **4.2 Technical Criteria:**

- a) The Bidder should be in business for at least last 7 years from the last date of submission of the Quotations.

**Supporting Documents required:** Registration Certificate.

- b) The Bidder should have completed at least 5 similar Topographical Survey works with average site area of minimum 14,000 Sq.mtrs each for government agencies/PSU in last 7 years from the last date of submission of the Quotations.

**Supporting Documents required:** Completion Certificate, copies of Contract / Purchase Order or any other equivalent document, Certified BOQ. The experience list shall include only works executed by Bidder himself as a turnkey contractor which shall include entire work of Topo-survey and preparation of detailed reports. *Certification above the rank of Executive Engineer of the relevant agency shall only be accepted.*

- c) The Bidder should own the following equipment/facility:

Total Station- Three (3) Nos (minimum).

**Supporting Documents required:** ownership proof / Valid Rental agreement for above equipment's as supporting document.

##### **4.3 Financial Criteria:**

- a) The average annual turnover of the Bidder in the preceding three (3) financial years as on the last date of submission of quotation should not be less than Rs.7.00 Lakhs.

- b) Net worth in Last year should be at least 10% of average turnover of previous 3 years

**Supporting Documents required:** IT Returns/account statement/annual reports Audited Balance Sheet and Profit & Loss Account duly certified by qualified CA/CMA or annual reports for FYs 2020-21, 2021-22, 2022-23 certified by qualified CA/CMA.

4.4 Notwithstanding anything stated above, the PMC reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should be circumstances warrant such assessment in the overall interest of the PMC.

#### 5. LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH QUOTATIONS

Sl. No.	Description	Required Document / Format & Reference Pg no
1	Earnest Money Deposit	2% i.e. Rs.13,069/- in the form of Demand Draft from any scheduled/Nationalized bank issued in favour of The Project Director, Assam Health Infrastructure Development and Management Society and payable at Guwahati
2	Years of Business	Registration Certificate, GST registration, PAN No.
3	Licenses	Valid licenses under The Contract Labour (Regulation & Abolition) Act, 1970 & The Contract Labour (P & R) (ASSAM) Rules 1972 or <b>Undertaking as per format attached in "Annexure-1" to this ITB</b>
4	Previous Eligible Work Experiences as per ITB 4.2 (b)	<b>As per the format attached in "Annexure-2" to this ITB</b>
5	Available Equipment List	<b>As per the format attached in "Annexure-3" to this ITB</b>
6	Financial Capacity Statement	<b>As per the format attached in "Annexure-4" to this ITB</b>
7	Undertaking for Scope of Work	<b>As per the format attached in "Annexure-5" to this ITB</b>
8	Duly signed entire Document RFQ	The bidder has to submit along with quotation the Duly signed entire Document RFQ
9	Quotation Format	<b>As per the format attached in "Annexure-6" to this ITB</b>



*[On company Letter Head]*

**Undertaking by the Bidder**

To

**The Team Leader (National),  
RITES Ltd.-Mukesh & Associates-JV,  
PMC-AHSSP,  
Nayantara complex (4th floor),  
Sixmile, Guwahati-781022, Assam.**

Sir,

**Sub:** Carryout Topographical Survey for the proposed construction of Superspeciality hospital at Silchar and Construction of Civil hospital at S.M.Dev, Silchar, S.K.Roy, Hailakandi. (Package No. B-3 – Retender) – **Undertaking – reg**

**Ref:** RFQ dated .....

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With reference to above, We M/s..... [Name of the Company] having registered office at .....[address], hereby undertake that our firm will get registered for valid licenses under The Contract Labour (Regulation & Abolition) Act, 1970 & The Contract Labour (P & R) (ASSAM) Rules 1972 within one week, if work is awarded to us.

For M/s. .... [Name of the company]

Signature & Seal:

Name:

Designation:

Date:

Place:

## Annexure-2

### Eligible Work Experience

For Completed works:

S. No.	Name of work	Name of Client and address	Agreement / Letter of Award No. and date	Actual Date of Start	Actual Date of Completion	Area in Sq.Mtrs.	Completion Certificates placed at:	Remarks
1								
2								
.								
.								
n								

**Supporting Documents required:** Completion Certificate, copies of Contract / Purchase Order or any other equivalent document, Certified BOQ. The experience list shall include only works executed by Bidder himself as a turnkey contractor which shall include entire work of Topo-survey and preparation of detailed reports. *PMC reserves all the right to verify the authenticity of the certificates submitted by the bidder as per the RFQ provisions.*

## Annexure-3

### Available Equipment List

Sl.No.	Equipment Name	Nos.	Documents placed at:
1			
2			
.			
.			
n			

**Supporting Documents required:** ownership proof / Valid Rental agreement for above equipment's as supporting document.

## Annexure-4

### Financial Capacity Statement

**Annual Financial Turnover (The last three Financial Years Refer ITB Clause 4.3(a))**

S. No.	Financial Years	Turn Over (Rs. In Lacs)	Documents placed at:	Remarks
1	2022-23			
2	2021-22			
3	2020-21			
	<b>Average Annual Turnover during last 3 financial years</b>			

**Net Worth (Refer ITB Clause 4.3(b))**

S. No.	Financial Years	Net Worth (in Rs.)	Documents placed at:	Remarks
1	2022-23			

**Supporting Documents required:** IT Returns/account statement/annual reports Audited Balance Sheet and Profit & Loss Account duly certified by qualified CA/CMA or annual reports for FYs 2020-21, 2021-22, 2022-23 certified by qualified CA/CMA.

*[On company Letter Head]*

**Undertaking for Scope of Work**

To

**The Team Leader (National),  
RITES Ltd.-Mukesh & Associates-JV,  
PMC-AHSSP,  
Nayantara complex (4th floor),  
Sixmile, Guwahati-781022, Assam.**

Sir,

**Sub:** Carryout Topographical Survey for the proposed construction of Superspeciality hospital at Silchar and Construction of Civil hospital at S.M.Dev, Silchar, S.K.Roy, Hailakandi. (Package No. B-3 – Retender) – **Undertaking for Scope of Work – reg**

**Ref:** RFQ dated .....

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I, ....., Proprietor/Director/ Managing Director, M/s ....., office address..... would like to give undertaking on behalf of M/s ....., that we have visited all the site read and understood all the scope of work as mentioned in the RFQ document (including but not limited to the scope of survey defined under Section 3: Scope of work) for the subject work.

We will execute the work in professional manner within the quoted rate submitted by our firm against the above-mentioned work within stipulated time.

For M/s. .... [Name of the company]

Signature & Seal:

Name:

Designation:

Date:

Place:

## Annexure-6

[On company Letter Head]

### Quotation Format

**Name of the Work:** Carryout Topographical Survey for the proposed construction of Superspeciality hospital at Silchar and Construction of Civil hospital at S.M.Dev, Silchar, S.K.Roy, Hailakandi. (Package No. B-3 – Retender)

Sl. No.	Location of Site	Item description as per the scope of the work	Qty.	Unit	Amount Including GST in INR	
					In Figure	In words
1	Silchar Medical College and Hospital, Silchar.	i) <b>Topography survey</b>	21964.6	Sq.m.		
		ii) <b>Detailed report for demolition proposal</b> - Measurement of External Dimensions, Internal Dimensions and height of the structures (Floor to Floor) of all Existing Structures like RCC/Steel/ Assam type buildings/houses etc. inside the Site Boundary to be carried out and layout plan/floor plan with details such as Doors, Windows, Ventilation, Railing, finishes etc. should be prepared and submitted to PMC in AutoCAD file format.	1	JOB		
		iii) <b>Site Boundary Demarcation</b> - The surveyor should install temporary boundary stones/ fencing of suitable size and shape of concrete blocks along the identified site boundary as to be shown by respective medical authority in presence of PMC / PMU, AHIDMS.	1	JOB		
		iv) <b>Deliverable for Topo-survey (Reports Submission)</b>	1	JOB		
<b>Sub Total of Sl.No.1=</b>						
2	S.M.Dev Civil	i) <b>Topography survey</b>	10866	Sq.m.		

Sl. No.	Location of Site	Item description as per the scope of the work	Qty.	Unit	Amount Including GST in INR	
					In Figure	In words
	Hospital, Silchar.	iii) <b>Site Boundary Demarcation</b> - The surveyor should install temporary boundary stones/fencing of suitable size and shape of concrete blocks along the identified site boundary as to be shown by respective medical authority in presence of PMC / PMU, AHIDMS.	1	JOB		
		iv) <b>Deliverable for Topo-survey (Reports Submission)</b>	1	JOB		
<b>Sub Total of Sl.No.2=</b>						
3	S.K.Roy Civil Hospital, Hailakandi.	i) <b>Topography survey</b>				
		ii) <b>Detailed report for demolition proposal</b> - Measurement of External Dimensions, Internal Dimensions and height of the structures (Floor to Floor) of all Existing Structures like RCC/Steel/ Assam type buildings/houses etc. inside the Site Boundary to be carried out and layout plan/floor plan with details such as Doors, Windows, Ventilation, Railing, finishes etc. should be prepared and submitted to PMC in AutoCAD file format.	1	JOB		
		iii) <b>Site Boundary Demarcation</b> - The surveyor should install temporary boundary stones/fencing of suitable size and shape of concrete blocks along the identified site boundary as to be shown by respective medical authority in presence of PMC / PMU, AHIDMS.	1	JOB		
		iv) <b>Deliverable for Topo-survey (Reports Submission)</b>	1	JOB		

Sl. No.	Location of Site	Item description as per the scope of the work	Qty.	Unit	Amount Including GST in INR	
					In Figure	In words
<b>Sub Total of Sl.No.3 =</b>						
<b>Grand Total (Sl.no 1+ Sl.No.2+Sl.No.3) =</b>						

**Points to be noted while quoting rates:**

- a. Rate should be inclusive of all as the terms made in the scope of the work.
- b. The lump sum rate quoted for the work shall be inclusive of all taxes, duties, charges and levies as applicable.



### Section 3 : Scope of Work

The Entire scope of Topographical Survey has to be carried out for the following site locations to the extent of the area given below:

<i>Sl. No</i>	<i>Site Locations</i>	<i>Extended Site Boundary Area (Topo Survey to be carried out for this Area)</i>
1	Silchar Medical College and Hospital, Silchar	21964.57 Sq.m
2	S.M. Dev Civil Hospital, Silchar	10866.00 Sq.m
3	S.K.Roy Civil Hospital, Hailakandi	16508.00 Sq.m

Note:

*Existing Site Plan along with Extended Boundary marking is enclosed as Annexure-A to this Scope of Work.*

#### Detailed Scope of survey works –

##### **1. Topographical Survey**

- a. To establish Arbitrary Benchmarks (*as shown in Annexure-B to this scope of work*) of permanent nature using Auto levels. **8 (Eight)** Numbers of Arbitrary Bench mark should be marked on permanent structures. Bench mark should be surveyed using total station and its co-ordinates should be shown on the list of BMs/TBMs. Photograph of the same to be enclosed in your report.
- b. To establish horizontal control point using Total station.
- c. To carryout traverse using total station to fix traverse pair points on permanent structures. The traverse point should be intervisible.
- d. Plan metric control points shall be established at all corners of boundry using closed Total Station Traverse. Traverse should be commenced from known Co-ordinates and closed at known co-ordinates. The Accuracy of the total station Traverse is minimum of 1: 10000
- e. Spot levels should be taken 5M apart forming grid, using total station. XYZ values should be surveyed for spot levels. Spot levels should be Ground levels. Any other levels like top level, relative levels etc. should be differentiate with color
- f. Proposed Site boundary allocated by the department along with the existing boundary stones if any should be demarcated by stones with red colour painting.
- g. All electrical lines, transformers, water supply lines drain, Culverts, any and other topographical details/physical features are to be surveyed, captured with utmost accuracy.
- h. All boundary like compound wall, Fencing, wire fencing, hedges etc. are to be properly surveyed with relevant symbols. All boundary stones are

also to be surveyed and shown.

- i. Main National Highways/Highways Roads and others related structure like, culvert, bridge, foot path, should be surveyed.
- j. Drains and related features like invert levels of drain/Manholes if UGD shall be surveyed. Depths of adjoining canal ditch or channels etc. are required.
- k. Existing STP, ETP (if any), invert level of the same needs to be shown.
- l. Water lines like pipe line, OHTS, well, Fire Hydrant etc. are to be surveyed.
- m. All Electric pole, EB Stations, Telephone Lines, OFC collection, wireless mast, Lamp post etc. are required to be surveyed
- n. All the religious structures if anymore to be surveyed and shown on the site plan.
- o. All trees are to be surveyed for its positional accuracy. Both scientific and Local Names of the trees, Girth etc. also to be shown on the site plan and in the excel sheets with photograph of the same to be submitted.
- p. All others prominent feature is to be surveyed.
- q. The surveyors should constantly contact with the person in charge of PMC in case of any doubt. On completion of each item of work such as fly leveling, traversing etc. The same should be got checked from the Client before the proceeding to further work. The bench mark details should be clearly indicated.
- r. Field sketches and field data in original should be submitted to the client. Hard copy of 3 nos. with 1:400 scale, as well as soft copy of the above should be submitted.
- s. 2D drawings of the topographical survey details along with Site boundary and Extended Boundary to be submitted in hard and soft copies **3D Drawings are Required to Generate Contour lines at 0.5 M interval.**
- t. Preparation of site plan showing all the surveyed details as above using AutoCAD software.

## **2. Detailed measurement of Existing structures**

- a. All Building residential, commercial, Public etc. should be surveyed
- b. Measurement of External Dimensions, Internal Dimensions and height of the structures (Floor to Floor) of all Existing Structures like RCC/Steel/Assam type buildings/houses etc. inside the Site Boundary to be carried out and layout plan/floor plan with details such as Doors, Windows, Ventilation, Railing, finishes etc. should be prepared and submitted to PMC in AutoCAD software
- c. Size of each room's internal dimensions with Joinery, like windows, door sizes shall be measured

- d. Foot print of all the existing structures along with its floor corners are to be surveyed.
- e. Size of building (i.e.) length from each corner to corner
- f. Type of roofing with photographs shall be furnished
- g. Usage
- h. Existing foundation type, depth, sizes by digging inspection pit near to the foundation shall be provided in an excel sheet.

### **3. Survey Report**

- a. List of permanent bench mark established with description & values.
- b. Original leveling data.
- c. List of traverse point established with description and coordinates.
- d. Auto CAD generated site plan showing all surveyed topographic details including postings of Benchmark and contains at 0.5m interval.
- e. GPS Survey data should be submitted in "RINEX" File format.

### **4. List of deliverables**

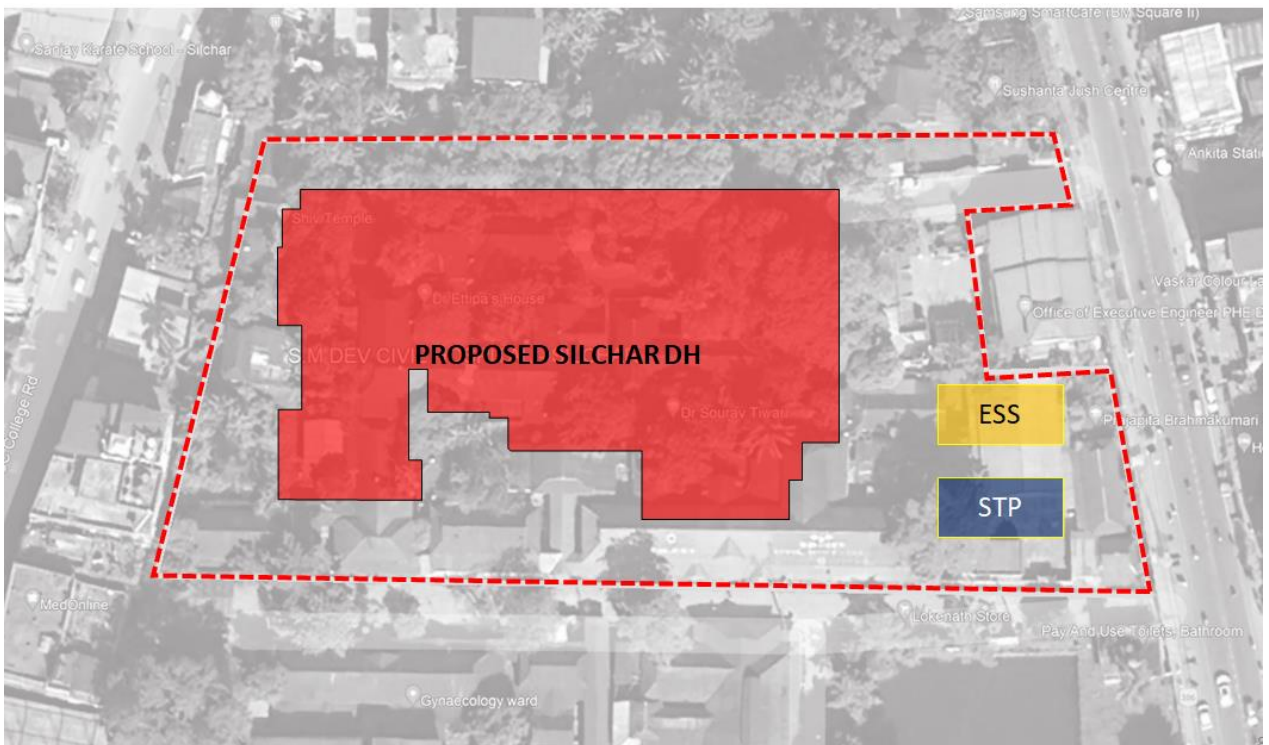
- a. All measurement data and layout plan/floor Plan drawings in AutoCAD format for all the existing structures in the site boundary
- b. One set of soft copy of unedited Survey details
- c. Two sets softcopy of edited survey detail to be prepared
- d. Three sets of hard copy in 1:400 scale in A1 size or A0 size also to be submitted as per the completed survey
- e. All survey data and drawings are generated in 2D format AutoCAD/Auto plotter.
- f. Survey Report showing List of BMs, Traverse Point etc.,
- g. The surveyor should install temporary boundary stones of suitable size and shape of concrete blocks along the identified site boundary as to be shown by respective medical authority in presence of PMC / AHIDMS



### Site Location Map – Silchar Civil Hospital



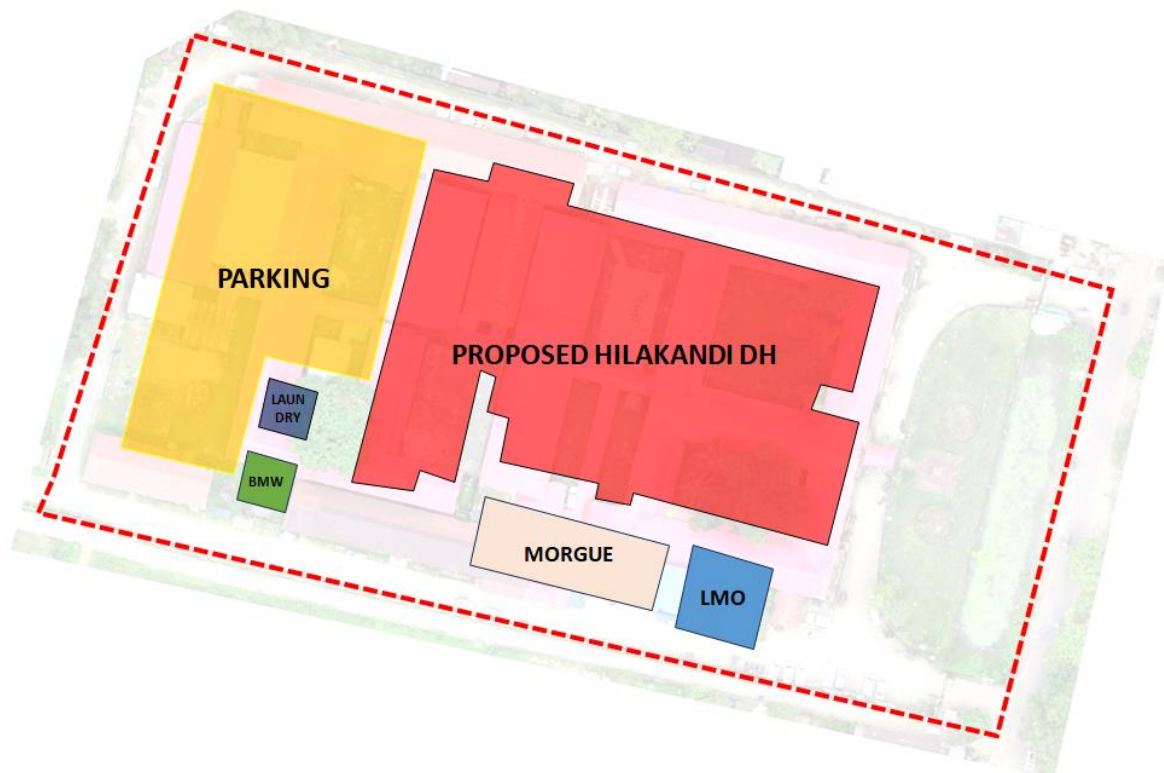
### Proposed Site Map – Silchar Civil Hospital



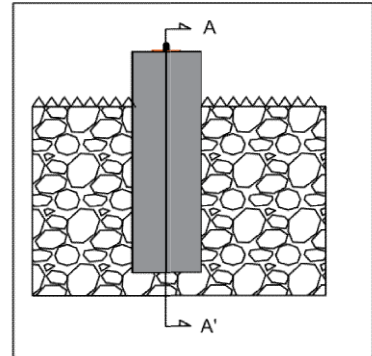
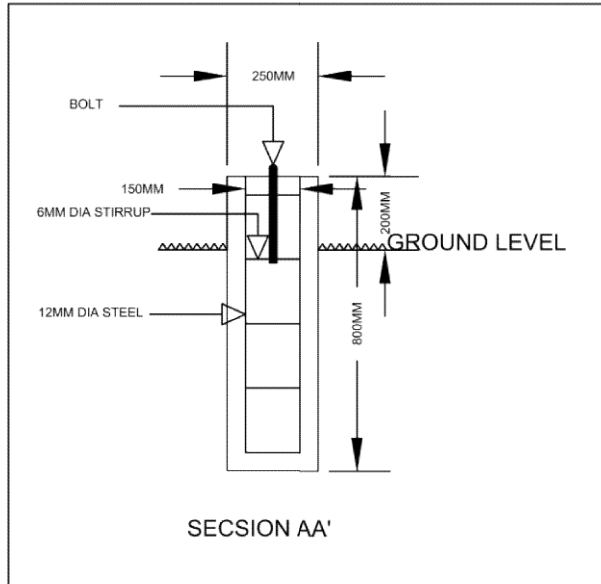
Site Location Map – Hailakandi Civil Hospital



Proposed Site Map – Hailakandi Civil Hospital



Benchmark Pillar Details



PROPOSAL FOR SURVEY CONTROL PILLAR

NOT TO SCALE

## **Section 4 : General Conditions of the Contract**

### **1. General**

- 1.1. **Definitions:** Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
- i. "PMC" means RITES Ltd.-Mukesh & Associates-JV
  - ii. "Contractor or Vendor" means the successful bidder accepts the work order from PMC
  - iii. "Day" means calendar day unless indicated otherwise.
  - iv. "AHIDMS" means Assam Health Infrastructure Development and Management Society, who is the client to PMC and on behalf of them, the PMC signs the Work order issued to the Contractor
- 1.2. This contract shall be governed by the rules given under "Assam Public Procurement Rule, 2020" and it will be binding upon the contractor throughout the tenure of the contract.

### **2. Time Schedule for Completion of Work:**

- 2.1. The complete Topo Survey along with submission of reports should be completed within 30 days for all the 3 Site locations namely i) Proposed Superspecialty Hospital in Silchar Medical College & Hospital, Silchar ii) S.M.Dev. Silchar, iii) S.K.Roy, Hailakandi from the date of issue of work order.
- 2.2. Topo-Survey should be simultaneously carried for all 3 (Three) Site locations and completed within 20 days and Reports should be submitted within 10 days from completion of the Topo Survey.

### **3. Delay in Execution or Failure to complete the Contract**

- 3.1. Any delay in completion of the work shall attract liquidated damage/ penalty for late completion as per PMC choice.
- 3.2. If the Contractor fails to complete the entire work (as specified in scope of work) or fails to start the work within specified time frame after issue of work order or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, PMC shall have the right to get the work done through any other agency at the risk and cost of the Contractor. Further to this, PMC may, without prejudice to the right of the Contractor to recover damages for breach of trust of the Contract, may impose penalties.
- 3.3. Notwithstanding anything contained in this tender document, bidders to note that Completion time of all work as per the prescribed timeline/schedule are the essence of the Contract. It is envisaged that Contractor shall plan and achieve progress of the work on or before the prescribed timeline/schedule



without fail.

**4. Termination for Default**

- 4.1. The PMC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor fails to deliver or execute any or all of the works within the time period(s) under the Contract or any extension thereof granted by AHIDMS pursuant to the clause for Delay in Execution or Failure to Supply or, If the Contractor fails to perform any other obligations(s) under the Contract.
- 4.2. In the event the PMC terminates the Contract in whole or in part, pursuant to above, the PMC may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, the Contractor shall be liable to the PMC for any excess costs for such similar goods. However, the Contractor shall continue the performance of the Contract to the extent not terminated

**5. Terms of Payment**

5.1. Based on the Milestones achieved at each site the payment for respective site location shall be released as per the below schedule:

Sr. No.	Milestone for Works	Payable Amount
1	Advance Payment against <ul style="list-style-type: none"> <li>• Acceptance of LOI and Mobilization of sufficient resources to complete the work at minimum 3 site location (mandatory)</li> <li>• Submission of Advance Bank Guarantee of equivalent amount (Only required if the vendor requires to obtain any Advance payment from the PMC, otherwise this 10% will be added to subsequent stage)</li> </ul>	10% of the Total Quoted lumpsum amount
2	Completion of the identified work and certification by the Engineer.	20% of the Quoted lumpsum rate for respective site location
3	On submission of Layout plan and floor plans of all existing structures inside the Site Boundary with External Dimensions, Internal	20% of the Quoted lumpsum rate for

Sr. No.	Milestone for Works	Payable Amount
	Dimensions and height of the structures (Floor to Floor) with details such as Doors, Windows, Ventilation, Railing, finishes etc.	respective site location
4	On submission of draft report to the PMC and presentation at PMC office RITES-MUKESH JV	30%of the Quoted lumpsum rate for respective site location
5	On acceptance of the final report by the PMC	20% of the Quoted lumpsum rate for respective site location

## 6. Payments Procedure

6.1. Subject to any deduction which the PMC may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, the Contractor shall be entitled to payment as follows:

- 6.1.1. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the Lol/Work Order. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works specified by our Engineer in site.
- 6.1.2. The Contractor shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to PMC. After due verification and recommendation, PMC shall process verified bills for release of payment. Payments shall be released in 20 (Twenty) days by online / RTGS/ NEFT from date of submission of clear invoice.
- 6.1.3. The Contractor shall submit the bill / invoice for the work executed showing separately GST and any other statutory levies in the bill / invoice.
- 6.1.4. All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.
- 6.1.5. In case Contractor fails to submit the invoice with all the required documents to process payments, PMC reserves the right to hold the payment of the Contractor against such bills.

## 7. Arbitration

7.1. All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with

the Contract or any matter arising out of or in relation thereto shall be reported time to time.

7.2. The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

## **8. Force Majeure.**

8.1. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement. When and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control.

8.2. "Force Majeure Event(s)" that frustrates the purpose of this Agreement:

(a) acts of God;

(b) flood, fire, earthquake or explosion;

(c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;

(d) government order or law;

(e) actions, embargoes or blockades in effect on or after the date of this Agreement;

(f) action by any governmental authority;

(g) national or regional emergency;

(h) strikes, labor stoppages or slowdowns or other industrial disturbances;

(i) epidemic, pandemic etc.

## **9. Court of Competent Jurisdiction:**

9.1. The high Court of Guwahati shall have exclusive jurisdiction in all matters arising under the Contract.