

GOVERNMENT OF MEGHALAYA
OFFICE OF THE CHIEF ENGINEER, PHE
MEGHALAYA, SHILLONG.

TENDER NOTICE


No. CE/PHE/JJM/WQ-1/2021/ 18

Dated: 25th October 2021

Detailed item rate quotations are invited from eligible NABL certified Agency for "Calibration of equipments for 31 (thirty one) numbers of water testing laboratories under PHE Department" across the state of Meghalaya.


Sealed offers are invited for the above mentioned work in the office of the Chief Engineer, PHE Meghalaya, Lower Lachumiere, Shillong-793001 on or before 12th Nov 2021 up to 4.00 PM.

The submission of proposal by an organization/Agency implies that he has read the detailed tender and all other documents. The detailed tender is available on Department's web site www.megphed.gov.in


25/10/2021
Chief Engineer (PHE)
Meghalaya, Shillong.

Copy to: -

1. The Addl. Chief Secretary to the Government of Meghalaya, PHED, Meghalaya, Shillong for favour of information.
2. The Commissioner Secretary to the Government of Meghalaya; cum Mission Director Jal Jeevan Mission to the Government of Meghalaya, Shillong for favour of information.
3. The Director of Information & Public Relation, Meghalaya, Shillong, for favour of information with a request to arrange publication of the same in the each issue of one local leading **English, Khasi and National** News Paper. - Two spares copies are enclosed.
4. The Director Printing & Stationary, Meghalaya, Shillong, for favour of information with a request to arrange publication of the same in the next issue of Meghalaya Gazette.
5. The State Informatics Officer, N.I.C. Building, Meghalaya, Shillong, for favour of information with a request to publish in the Web Site of the State.
6. The Deputy Commissioner cum Chairman DWSM East Khasi Hills/ West Khasi Hills/ South West Khasi Hills/West Jaintia Hills/East Jaintia Hills/ Ri-Bhoi/ West Garo Hills/South West Garo Hills/North Garo Hills/ East Garo Hills/ South Garo Hills for wide circulation.
7. The Additional Chief Engineer (PHE), Zone-I, Shillong / Zone II, Tura / Zone III, Shillong / Sanitation Cell, Shillong for favour of information. & for wide circulation
8. The Superintending Engineer (PHE), Rural Circle, Shillong / Greater Shillong Circle, Shillong / Western Circle, Nongstoin / Tura Circle, Tura / Williamnagar Circle, Williamnagar / Electrical Circle, Shillong for favour of information and wide circulation.
9. The Executive Engineer (PHE), Hills Division, Shillong / S&D, Division, Shillong / Nongstoin Division, Nongstoin / Jowai Division, Jowai/ Sohra Division, Sohra / Nongpoh Division, Nongpoh / Umsning Division, Umsning / Mawkyrwat Division, Mawkyrwat / Mairang Division, Mairang/ G.S.W.S. Division-I, Shillong / G.S.W.S. Division II, Mawphlang / Investigation Division, Shillong / Tura Division, Tura / Tura North Division, Tura / Ampati Division, Ampati / Baghmara Division, Baghmara / Resubelpara Division, Resubelpara / Simsanggiri Division, Williamnagar for information & wide circulation.
9. Notice board


Chief Engineer (PHE)
Meghalaya Shillong

Detailed Notice inviting tender for "Calibration of equipments for 31 (thirty one) numbers of water testing laboratories under PHE Department"

INTRODUCTION

- a) Public Health Engineering Department is a Government of Meghalaya agency, undertaking various water supply and sanitation projects of the State and central including Jal Jeevan Mission (JJM) and Swachh Bharat Mission (SBM) under Ministry of Jal Shakti, Department of Drinking Water supply and Sanitation, Government of India.
- b) The purpose of this work is to seek the services of an experienced firm for "Calibration of equipments for 31 (thirty one) numbers of water testing laboratories under PHE Department" prior to application NABL Accreditation.
- c) The objective of this document is to provide information about the scope and objective of this activity.

1. NOTICE INVITING QUOTATION

- a) The Public Health Engineering Department Meghalaya, Shillong, invites quotations from experienced and NABL certified firms desirous of and having proven track record of having conducted similar work "Calibration of equipments for water testing laboratories"
- b) Interested firms who meet the criteria as mentioned above, may furnish their quotations with all the necessary documents to the below address along with the covering letters duly signed by the authorized signatories.
- c) The quotations must reach at the following address on or before **4 P.M. of 12th Nov, 2021** along with the non refundable tender fee of ₹ 2000/= (Rupees two thousand)only in the form of DD payable to the Chief Engineer (PHE), Meghalaya Shillong.

Address:
Chief Engineer (PHE)
Meghalaya, Lower Lachumiere,
Shillong - 793001,

- d) The Quotation submitted by telegram / fax / e-mail, etc. shall not be considered.
- e) The PHE Department shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.
- f) Any amendment / modification shall be issued through corrigendum only and the same

will be hosted in the office website www.megphed.gov.in only. The interested applicants are requested to check the same in the website only.

2. SUBMISSION OF QUOTATION

Submission of a quotation in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, condition and implications.

Interested eligible firms may submit sealed quotation along with necessary certificates and documents. All eligible Firms/organizations are requested to submit the Quotation in a sealed envelope captioned "**Calibration of equipments for 31 (thirty one) numbers of water testing laboratories under PHE Department**" to The Chief Engineer, PHE Meghalaya, Lower Lachumiere, Shillong-793001 on or before 12.11.2021 at 4.00 pm.

3. ELIGIBILITY CRITERIA

The interested firms shall have to comply with the following criteria to participate in the tendering process –

- a) Should have its registered/ operating office in India.

(Self-attested copies of Registration Certificate of the Firm, GST Registration Certificate and PAN Card to be submitted along with the Quotation)

- b) Should be NABL certified as per ISO: 17025:2017 and have at least 5 years of experience as on 31.12.2021 in similar work.

(Self-attested copies of the valid NABL certificate/Work Orders/ Contracts/ Completion Certificates from the Employers to be submitted along with the quotations)

- c) Should have at least one similar assignment in progress if any

(Self-attested copies of Work Orders/ Contracts/ Certificates from the Employers to be submitted along with the quotation)

- d) Should Submit an undertaking in the format as per Annexure II

4. FEES

- a) Fees shall be quoted in Indian Rupees only.

b) Fees shall be quoted in the Price Bid Format as per **Annexure I**.

c) The agreed fees shall be fixed for the entire assignment.

5. EVALUATION

Total Fees Excluding GST (A) as in the Price Bid at **Annexure I** shall be taken into consideration for evaluation.

6. AWARD OF CONTRACT

a) Contract shall be awarded to the firm whose proposal will be determined to be substantially responsive and who has offered the lowest evaluated price.

b) Any effort by an applicant to influence the PHE Department in its decision on evaluation or award of contract may result in rejection of the offer of the applicant.

c) Notwithstanding the above, PHE Department Government of Meghalaya, Shillong reserves the right to accept any or all quotations and to cancel the bidding process at any time prior to the award of contract.

d) The successful applicant shall not disclose any information related to PHE Department, Government of Meghalaya, Shillong without the prior consent of the Chief Engineer PHE.

e) Any legal dispute arising out of this is subject to Shillong jurisdiction only.

7. COMPLETION OF ASSIGNMENT/ SUBMISSION OF REPORT

Completion of the entire assignment and submission of report with complete traceability certificate against each calibration certificate thereon must be done within 15 (fifteen) days from the date of handing over each site (Laboratory)

8. Payment and security Deposits

The payment will be released as follows:

- i. All running on account bills shall be paid at 90% (ninety percent) of work value. This 10% (ten percent) deduction towards Retention Money will be the second part of security deposit.
- ii. The successful bidder will have to deposit a Performance Bank Guarantee (PBG) equivalent to 5% of the earmarked amount in favour of the Chief Engineer (PHE).

Meghalaya Shillong with validity of 6 (six) months to be extended every six months till the contract complete within 21 days of award of contract.

9. PREPARATION COST AND RELATED ISSUES

- i. In this process, including, but not limited to, costs incurred in preparation of Quotation, participation in meetings / discussions. The PHE Department Government of Meghalaya, Shillong in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- ii. This tender does not commit PHE Department Government of Meghalaya, Shillong to award a contract or to engage in negotiations. Further, no reimbursable cost should be incurred in anticipation of award or for preparing this tender.
- iii. All materials submitted by the applicant shall become the property of PHE Department Government of Meghalaya, Shillong.

Annexure -I

SCHEDULE OF WORK & (PRICE BID)

Sl. no	Equipment name	Number	Calibration Parameter	Calibration Point	Discipline	Price Bid per equipment	Total
1	Analytical Balance	8	Weight	Full range calibration (0.0,1,0.5,1,5,10,20,50,100, 200,220g)	Microbiology		
2	Hot Air Oven	8	Temperature	(60,170 , 250 °C)			
3	Bacteriological Incubator	8	Temperature	35,37,40,42,44.5°C			
4	Laboratory Vertical Laminar Flow	8	Air Velocity test, Particle count, Filter Integrity	NA			
5	Autoclave (Media Preparation)	8	Temperature & Pressure Gauge, Timer	Temperature: 110,115,121°C; Pressure: 10, 15, 20 Psi, Timer: 15, 20, 30 mins			
6	Autoclave (Waste Disposal)	8	Temperature & Pressure Gauge, Timer	Temperature: 110,115,121°C; Pressure: 10, 15, 20 Psi, Timer: 15, 20, 30 mins			
7	Thermo-Hygrometer	8	Temperature, Humidity	Temperature: 20,25,30°C; Humidity: 40,60,80%			
8	Glass-Thermometer	8	Temperature	Full range calibration (-20,-10,0,37,50,100,170,250°C)			
9	BOD Incubator	8	Temperature	20,25,30,35,45°C			
10	Digital Thermometer	8	Temperature	Full range calibration (-20,-10,0,37,50,100,170,250°C)			
11	Analytical Balance	31	Weight	Full range calibration (0.0,1,0.5,1,5,10,20,50,100, 200,220g)	Chemical		
12	Water Bath	31	Temperature	37, 44 , 50, 100 °C			
13	Hot air oven	31	Temperature	(50, 100 , 130 , 180 , 250 °C)			
14	Standard weight box	31	Weight	(0.2, 0.5, 1 , 2 , 5, 10,20, 50, 100,200 g)			
15	Glass Thermometer(0 to 300 °C)	31	Temperature	1,10, 50, 80, 100,150,300°C			
16	Digital Hygrometer	31	Temperature & Humidity	10.1 , 20.3, 30.2 , 40.3, 49.8 °C & 15 , 20 , 35 , 65 , 80 , 90 % RH)			
17	Hot Plate	31	Temperature	30 , 50 , 70 , 150 , 250 °C			

Total Fees Excluding GST (A)

GST (-----%) (B)

₹

Total Fees including GST (C=A + B)

₹

Total fees excluding GST (In words)

(Rupees _____)

Note :

If there is a discrepancy between words and figures, the amount in words shall prevail.

Annexure -II

UNDERTAKING BY THE FIRM/BIDDER

It is certified that the firm/Company or associated sister company have never been black listed by any agency . All the terms and conditions mentioned in this form have been understood and accepted by us. We are submitting all documents duly filled in, signed and stamped on each page.

Date :

Seal and signature

Place:

Full Name and Address

ANNEXURE-III

Format (Certificate to be furnished by the Bidder)

CERTIFICATE

(For Tenderer using downloaded tender document from Website)

I/We.....undertake that the Tender submitted by us is downloaded from Website (<http://www.megphed.gov.in>) and is same in content and form (verbatim), and any deviation, if detected, at any stage, would entitle PHE Department Meghalaya Shillong to reject our bid/offer without assigning any reason or recourse to any penal action, and would be legally binding on us.

Signature of Tenderer

Seal.....

TERMS AND CONDITIONS

TECHNICAL

Work Location: Different location within in the state of Meghalaya

1. NABL certificate for the calibrating laboratory shall be submitted to Department Meghalaya Shillong.
2. All Transportation, Accommodation and Fooding Expenses shall be borne by the bidder.
3. All the tools, machinery and any other items required for calibration shall be arranged by the bidder.
4. The payment shall be made only after the submission and acceptance of valid calibration certificate with complete traceability certificate against each calibration certificate with NABL logo containing the details of master calibrating instrument as well.
5. The work shall be executed as per NABL norms.

GENERAL

Definitions

- i) **"Employer" or "Department"** means Public Health Engineering Department Government of Meghalaya who will employ the bidder represented by the appropriate authority.
- ii) The word **"Bidder/ Bidders"** wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iii) **"Accepting Authority"** shall mean the Department and includes an authorized representative of the Department or any other person or body of persons empowered in this behalf by the Department.
- iv) **"Officer-In-charge"** shall mean the officer nominated by the Department who is competent to direct supervise and authorized to be in charge of the works for the purpose of this contract. The Officer In- Charge /Designated Officer-in-Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the bidder, valuing variations to the contract. The Officer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the bidder who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the Department. However, overall responsibility, as far as the contract is concerned, will be that of the Officer- in- Charge/Designated Officer in Charge.
- v) The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Department, the work order issued to the bidder, and the formal contract agreement executed between the company and the bidder together with the documents referred to therein including general terms and conditions, technical terms and conditions, if any, scope

of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

- vi) A "Day" shall mean a day of 24 hours from midnight to midnight.
- vii) The "Work" /" Service" shall mean the work required to be executed in accordance with the contract/work order or parts thereof, as the case may be or any work of emergent nature, which in the opinion of the Officer-in-charge, become necessary during the progress of the works.
- viii) "Contract amount" shall mean In the case of service contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items/entities shown in the "Bill of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- ix) "Written notice" shall mean a notice or communication in writing
- x) "Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xi) "Department" means PHE, Department Meghalaya Shillong
- xii) "Act of Insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xiii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents: The following documents shall constitute the contract documents:

- Notice Inviting Tender/Detailed Tender Notice
- Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- General Terms & Conditions of contract.
- Technical Terms & Conditions of contract.
- Commercial Terms and condition.
- Bill of Quantities/ Schedule of work/ Scope of work
- Frozen terms & conditions / technical parameters/ revised offer, if any.

The bidder shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Officer-In-Charge, his representatives or any other officials authorized by the Department for the purpose.

- 2.1** The contract document shall not be used by the bidder for any purpose other than this contract & the bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. Payment and Security Deposit:

Security Deposit shall consist of two parts:

- a) Performance security to be submitted at award of work and
- b) Retention Money to be recovered from running bills. The security deposit shall bear no interest

Performance Security should be 5% of contract amount and must be submitted within 28 days of receipt of LOA/ work order by the successful bidder in the form of Performance Bank Guarantee (PBG) drawn in favour of The Chief Engineer PHE, Meghalaya Shillong. with validity of 6 (six) months to be extended every six months till the contract Completed within 21 days of award of contract.

Failure of the successful bidder to comply with the requirement as above shall constituted sufficient ground for cancellation of the award of work..

In addition to the above penal measures, the bidder will not be allowed to participate in the retendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months

All running on account bills shall be paid at 90% (ninety percent) of work value. This 10% (ten percent) deduction towards Retention Money will be the second part of security deposit.

Retention Money shall be refunded after issue of No Defect Certificate.

The Department shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the Department as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

Refund of Security Deposit: The refund of security deposit shall be subject to Department right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate, (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit (Performance Security) remaining with the Department shall be refunded.

The other half shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of 6 (Six) months, subject to the following conditions:

- a) Any defect/ defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-inCharge within the said defect liability period of 6 (six) months or on its due extension till completion of the rectification works as required

4. Acceptance of Offer:

Letter of Acceptance (LOA) is an acceptance of offer by the Department. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract.

5. Banned or Delisted Bidders:

The bidders would give a declaration (as per Annexure II) that they have not been banned or delisted by any Govt., Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt., Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

6. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedules of quantity and/or the specifications, the following order of preference shall be observed:

Description in Bill of Quantities of work. Particular specification and special conditions, if any
General specifications.

6.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's /Competent Authority's decision/clarification shall hold well with regard to the intention of the document or contract as the case may be.

6.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the bidder from discharging his obligations under the contract including execution of work according to the Specifications forming part of the particular contract document.

6.3 Any difference detected in the tender/ tenders submitted resulting from:

a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the bidder shall be taken as correct.

b) Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

c) When the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figure or words, then the rates quoted by the bidder in words shall be taken as correct.

7. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender or 07 (seven) days after handing over the site of work (Laboratory).

7.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the Department shall, without prejudice to any other

right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work.

The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

7.2 If the contractor fails to complete the work on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Department on account of such breach, pay as compensation (Liquidated Damages):

i. @ Half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

or

ii. $\frac{1}{2}$ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i. 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

or

ii. 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

7.2.1 The Department, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract

7.2.2 In the event of such termination of the contract the Department, shall be entitled to impose penalty. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months

7.2.3 The Department may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

8. Force Majeure:

- Natural phenomena, like unprecedented flood and draught, earthquakes & epidemics.
- Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

In such situation, the successful bidder/ bidder will apply to the Officer-In-Charge through a letter indicating the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of the above mentioned Force Majeure clauses, no penalty will be imposed on the bidder for non-providence of service.

When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Bidder or the Department or of both with the approval of the competent authority. The extension will have to be by party's agreement, express or implied.

The extension of contract, if any, will be at the existing rate with mutual agreement.

9. Payment

- i) Payment of on account bill shall be made after certifying by concerned officer, the sum to which the bidder is considered entitled by way of interim payment for the following:

The payments shall be released against the final bill subject to all deductions which may be made and further subject to the bidder having given to the no claim certificate by the concerned officer.

- ii) The PHE, Department Meghalaya Shillong reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the bidder exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the bidder are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from bidder's claim under any other contract with the company or from the bidder's security deposit or the bidder shall pay the amount of over payment on demand. In case of bidder's non-payment on such demand, the same should be realized from the bidder's dues, if any, with Coal India Limited or any of its subsidiaries.

The bidders are required to execute the works satisfactorily and according to the specifications laid down in the contract/ work order.

- iii) Income tax deduction will be made as per applicable rule, of the gross value of each bill, unless exempted by the competent authority of the Income Tax Department.
- iv) No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement / Work-order.

10 Termination, Cancellation, Suspension and Foreclosure of Contract

The Department shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part by notice in writing, if the bidder:-

- a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Officer-In-Charge, then on the expiry of the period as specified in the notice,

Or

- b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Officer- InCharge, then on the expiry of the period as may be specified by the Officer-In-Charge in writing,

Or

- c) Obtains a contract with the Department as a result of ring tendering or other non-bonafide methods of competitive tendering,

Or

- d) Shall offer or give or agree to give any person in the service of the Department or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company,

Or

- e) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Department, then on the expiry of the period as may be specified by the Officer-In-Charge in a notice in writing,

Or

- f) Transfers, sublets, assign the entire work or any portion thereof is not permissible, in such case the Officer-In-Charge may, cancel the whole contract or portion of it in default by giving a written notice,

11. The contract shall also stand terminated under any of the following circumstances:

- a) If the bidder, being an individual in the case of proprietary concern or in the case of a partnership firm, any of its partners, is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency Act.
- b) In the case of the bidder being a company, its affairs are under liquidation either by a resolution passed by the bidder's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the bidder's company, if any.
- c) If the bidder shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d) On the death of the bidder being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the Department in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

- e) The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the bidder. In the event of termination or suspension of the contract, on account of default on the part of the bidder, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this Department shall be forfeited and brought under the absolute disposal of the Department provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

12 Suspension of Work

- i) The Department shall have power to suspend the work or any part thereof and The Department may direct the bidder in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the bidder, or for proper execution of the work for reasons other than any default on part of the bidder, or on ground of safety of the work.
- ii) In the event of suspension for reasons other than any default on the part of the bidder, extension of time shall be allowed by the Department equal to the period of such suspension and the bidder shall properly protect and secure the works to the extent necessary during such suspension.

13 Foreclosure of contract in full or in part

If at any time after acceptance of the tender, the Department decides to abandon or reduce the scope of the work for any reason whatsoever, the Department shall give notice in writing to that effect to the bidder. In the event of abandonment/ reduction in the scope of the work, the Department shall be liable to pay the bidder at the contract rates full amount for work executed and measured at site up to the date of such abandonment/ reduction in the work.

The bidder shall, if required by the Department, furnish to him the books of accounts, papers, and relevant documents as may be necessary to enable the Department to assess the amount payable. The bidder shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of the work, other than those as specified above.

14. Carrying out Part Work at Risk and Cost of Bidder

If the service provided is unsatisfactory, the Department after giving the bidder 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the bidder with cost involved in engaging another Agency. The certificate issued by the Department for the cost of work so done shall be final and conclusive and the extra cost, if any, shall be borne by the bidder.

The bidder from whom part work is being taken out, shall not be allowed to participate in the subsequent tendering process, if any.

If the expenses incurred by the department is less than the amount payable to the bidder at his agreement rate, the difference shall not be payable to the bidder.

15. Settlement of Disputes/Arbitration

- 15.1 It is incumbent upon the bidder to avoid litigation and disputes during the course of execution. However, if such disputes take place between the bidder and the PHE, Department Meghalaya, effort shall be made first to settle the disputes at the Department level. The bidder should make request in writing to the Officer-In-Charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim falling which no disputes/claims of the bidder shall be entertained by the PHE, Department Meghalaya .
- 15.2 Effort shall be made to resolve the dispute in two stages.
- In first stage dispute shall be referred to the Chief Engineer (PHE) Meghalaya Shillong. If difference persists, the dispute shall be referred to a high level committee constituted by the competent authority.
- 15.3 If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.