

## Sabarmati River Front Development Corporation Limited

### Bid document

### For

### MAINTENANCE AND UP GRADATION OF RIVER FRONT FLOWER PARK AT SABARMATI RIVER FRONT DEVELOPMENT PROJECT AREA.

Issue to : Download the document from websites  
[https:// www.nprocure.com](https://www.nprocure.com)

Information also available on : <http://ahmedabadcity.gov.in>,  
<https://www.nprocure.com>  
[www.sabarmatiriverfront.com](http://www.sabarmatiriverfront.com)

(For information only)

Bidders Name :

Bidders Address :

Date of Issue : 15.12.2020

Form of Receipt of Bid Fee : Refer Contract Data

Sabarmati River Front Development Corporation Limited  
2<sup>nd</sup> Floor, "Riverfront House", Behind H.K. Arts College, Between Gandhi & Nehru Bridge,  
Puja Pramukh Swami Marg (Riverfront-west), Ahmedabad-380007.

Web Site: [www.sabarmatiriverfront.com](http://www.sabarmatiriverfront.com) Email: [office@srdcl.com](mailto:office@srdcl.com)

December - 2020

## Sabarmati River Front Development Corporation Limited

Signature of Bidder

**National Competitive Bidding (Horticulture works)**

Agreement No.	
Name of Work	MAINTENANCE AND UP GRADATION OF RIVER FRONT FLOWER PARK AT SABARMATI RIVER FRONT DEVELOPMENT PROJECT AREA
<b>Bidding Document Available From</b>	On 15 <sup>th</sup> December, 2020 at 12.00 Hrs. at Sabarmati River Front Development Corporation Ltd. Event Centre Ground, Near Sardar Bridge, Opp. Tagor Hall (River Front-West), Ahmedabad, Gujarat – 380007 <b>(Download the document from websites)</b> <a href="http://www.nprocure.com">www.nprocure.com</a>
Date & Place of Pre bid Meeting	Pre bid Meeting will be on 24 <sup>th</sup> December, 2020 at 11.00 Hrs. at office of Sabarmati River Front Development Corporation Ltd. Event Centre Ground, Near Sardar Bridge, Opp. Tagor Hall (River Front-West), Ahmedabad, Gujarat - 380007.
General Condition	As per Tender Documents.
Performance Security Deposit	5 % of the value of total work. It will be released at the end of successful completion of the work.
Last Date and Time for Online Submission	On 30 <sup>st</sup> December 2020 up to 12:00 Hrs. Only on <a href="https://www.nprocure.com">https://www.nprocure.com</a>
<b>Last Date and Time for submitting physical Receipt of Bids</b>	On 30 <sup>st</sup> December, 2020 up to 14.00 Hrs. by Hand delivery / Registered A.D. or Speed Post / Courier addressed to, Office of Event Centre Ground, Near Sardar Bridge, Opp. Tagor Hall (River Front-West), Ahmedabad, Gujarat – 380007.
Time, Date & Place of Opening Technical Bid (Opening of Physical Bid)	On 30 <sup>st</sup> December 2020 at 16.00 Hrs. at Office of Sabarmati River Front Development Corporation Ltd., Event Centre Ground, Near Sardar Bridge, Opp. Tagor Hall (River Front-West), Ahmedabad, Gujarat - 380007.
<b>Time &amp; Date of Opening Financial Bids</b>	Will be declared at the time of opening of Technical Bid.
<b>Officer Inviting Bids</b>	Office of the Sabarmati River Front Development Corporation Limited, Ahmedabad.
<b>Websites for e-tendering</b>	<a href="https://www.nprocure.com">https://www.nprocure.com</a>

Signature of Bidder

**Details to be furnished along with application**

Interested Bidders can view these tender documents online but bidders who are interested in bidding in these tenders can download tender documents as mentioned above and Bidder who wishes to submit their offer shall pay tender fee in form of Non-refundable Demand Draft issued in favour of "Sabarmati Riverfront Development Corporation Limited" payable at Ahmedabad drawn on any Nationalised Bank / Schedule Bank.

Tender Documents are only available in Electronic Form. Bidders shall online upload the tender documents after submitting the details for tender fees and EMD. Tender Document fees can be submitted along with Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender.

Bidders who wish to participate in this tender will have to register on [www.nprocure.com](http://www.nprocure.com) Further bidders who had registered before 31/12/10 are required to register again on [www.nprocure.com](http://www.nprocure.com) Further Bidders who wish to participate in online tenders will have to procure Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from the below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

CEO,  
Manager (Marketing),  
(n) Code solution –A division of GNFC Ltd.  
403, GNFC Info tower, S.G. Road, Bodakdev,  
Ahmedabad: 380054 (Gujarat)  
Phone No:- +9179-40007501/12/16/17/25,  
+917930181689/7926857316/18  
Fax:- +9179- 40007533/26857321

**Contacting Officer:**

In case bidders need any clarification or if training required for participating in online tender, they can contact the following office: -

CEO,  
Manager (Marketing),  
(n) Code solution –A division of GNFC Ltd.  
403, GNFC Info tower, S.G. Road, Bodakdev,  
Ahmedabad: 380054 (Gujarat).  
Phone No.:- +9179-40007501/12/16/17/25,

**Signature of Bidder**

+917930181689/7926857316/18  
Fax: - +9179- 40007533/26857321

**DOWNLOAD OF TENDER DOCUMENT: -**

The tender document for this work is available only in electronic format which Bidder can download after paying the necessary tender fees as explained above.

**SUBMISSION OF TENDER: -**

Tenderer shall submit their offer in Electronic format on [www.nprocure.com](http://www.nprocure.com) up to 12:00 Hrs. on: 30.12.2020 after digitally signing the same. Offer which is not Digitally Signed will not be accepted. No offer in physical form will be accepted and any such offer if received by Sabarmati Riverfront Development Corporation Limited will be out rightly rejected. Bidder will have to submit separate account payee DD drawn in favour of "Sabarmati Riverfront Development Corporation Limited", payable at Ahmadabad for Tender Document Fee and EMD (inclusive of GST) as mentioned in Tender which is drawn in favour of "Sabarmati Riverfront Development Corporation Limited", in physical form in the office of Sabarmati Riverfront Development Corporation Limited, Ahmedabad as mentioned above before last date of submission as mentioned in the tender notice.

**OPENING OF Technical Bid Only**

The Technical Bid will be opened on 30.12.2020 at 16.00 Hrs. Tenderer who wish to remain present at office of the General Manager (Parks & Garden), at Office of Sabarmati River Front Development Corporation Ltd, Event Centre Ground, Near Sardar Bridge, Opp. Tagor Hall (River Front-West), Ahmedabad, Gujarat - 380007. at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.

**Signature of Bidder**

**GENERAL INSTRUCTIONS:**

- a) The cost of tender document will not be refunded under any circumstances.
- b) EMD in the form specified in tender document only shall be accepted and shall have to be valid for 45 days beyond the validity of the bid.
- c) The offer shall be valid for 120 days from the last date of receipt of tenders.
- d) Tenders without Tender document fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.
- e) Conditional tender shall not be accepted.
- f) The notice shall form a part of contract document.
- g) The tenderers are advised to read carefully the "Instruction" and "Eligibility Criteria" contained in the tender documents.
- h) The internet site address for e -tender is <https://amc.nprocure.com>
- k) The details of the above notice will be available on <https://amc.nprocure.com>

**Signature of Bidder**

**INVITATION FOR BID  
(IFB)**

**Signature of Bidder**

**Sabarmati River Front Development Corporation Limited  
2<sup>nd</sup> Floor, "Riverfront House", Behind H.K. Arts College, Between Gandhi &  
Nehru Bridge, Pujya Pramukh Swami Marg (Riverfront-west), Ahmedabad-  
380007.**

**MAINTENANCE AND UP GRADATION OF RIVER FRONT FLOWER PARK AT  
SABARMATI RIVER FRONT DEVELOPMENT PROJECT AREA**

**DISCLAIMER**

The information contained in this bid document or subsequently provided to the bidders whether verbally or in documentary form by or on behalf of the Sabarmati River Front Development Corporation Limited or any of their employees/ advisers/ consulting supervisors is provided to the bidder(s) on the terms and conditions set out in this bid document and any other terms and conditions subject to which such information is provided.

This bid document and subsequent submissions of the bidders are not an agreement. These will subsequently form a part of agreement between the successful bidder and the Sabarmati River Front Development Corporation Limited after modifications/ additions/ alterations as mutually agreed to.

This document does not purport to contain all the information the bidder may find necessary for the completion of works in a professional manner in accordance with good Supervisory practice. The bidder is required to check the accuracy, reliability and completeness of the information in this bidding document regarding the site. The accessibility, the working conditions, etc. Sabarmati Riverfront Development Corporation Limited, its employees/ advisers/ consulting Supervisors do not incur any liability under any law, rules or regulation as to the accuracy, reliability and completeness of the information in this bidding document.

**Signature of Bidder**

**Sabarmati River Front Development Corporation Limited**  
2<sup>nd</sup> Floor, "Riverfront House", Behind H.K. Arts College, Between Gandhi & Nehru Bridge,  
Puja Pramukh Swami Marg (Riverfront-west), Ahmedabad-380007.

**MAINTENANCE AND UP GRADATION OF RIVER FRONT FLOWER PARK AT  
SABARMATI RIVER FRONT DEVELOPMENT PROJECT AREA**

The Executive Director, Sabarmati Riverfront Development Corporation Limited, invites bid for Maintenance of Garden detailed in the table below from experienced bidders. The bid is invited from bidders must having experience of Maintenance Work for Government, Semi-Government or Municipal Corporations.

<b>Name of Work</b>	MAINTENANCE AND UP GRADATION OF RIVER FRONT FLOWER PARK AT SABARMATI RIVER FRONT DEVELOPMENT PROJECT AREA
<b>Estimated Value of Work (₹)</b>	Rs. 5,34,70,380=00
<b>Bid Security (₹)</b>	Rs. 5,34,704=00 along with applicable GST
<b>Cost of Document (₹) (Tender Fee)</b>	₹ 12,000=00
<b>Period of Completion</b>	Maintenance :- 5 Years

1. Bids must be accompanied by security of the amount specified for the work in the table, payable at Ahmedabad and drawn in favour of Sabarmati Riverfront Development Corporation Limited. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
2. Only Technical Bids for physical submission must be delivered to office of Sabarmati River Front Development Corporation Limited at above mentioned address on or before date 30.12.2020 up to 14:00 Hours and the technical bid will be opened on 30-12-2020 at 16:00 hours, in the presence of the bidders of who attend the technical bid opening. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
3. Clarification, if any are required, regarding the bidding document can be obtained from the Consultant/Sabarmati Riverfront Development Corporation Limited on any working day.
4. Other details can be seen in the bidding documents.
5. The fees for the tender document shall be submitted in separate envelope at the time of physical submission of tender.
6. Do not print or write on the page of financial price bid copy which is submitted in physically bid at Sabarmati Riverfront Development Corporation Limited office.

**Signature of Bidder**



**SECTION I  
INSTRUCTIONS TO BIDDERS  
(ITB)**

Signature of Bidder

## **Section I: Instructions to Bidders**

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**Signature of Bidder**

**A. General****1. Scope of Bid**

The Executive Director, Sabarmati River Front Development Corporation Limited invites sealed bids for the Plantation of Trees and Shrubs (as defined in these documents and referred to as "the works") details of which is given in the table in the Invitation for Bid (hereinafter called as IFB.) from successful pre qualified bidders. The bidders may submit bids for the works as per IFB. The bid is invited from bidders must have experience of maintenance of work in large establishments for any Government or Semi Government. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data. If any work of Maintenance will be continued is not qualified for this bid.

- 1.1 Throughout these bidding documents, the terms; bid' and 'tender' and their derivatives (bidder/ tenderer, bidding/tendering etc.) are synonyms.
- 1.2 Blank bidding documents consisting of all the data mentioned in Para B. BIDDING DOCUMENTS are to be downloaded from the following websites of Sabarmati Riverfront Development Corporation Limited. The price of the bid document shall be paid along with the bid in the form of a Demand Draft on any Nationalised Bank or Scheduled Bank payable in favour of Sabarmati Riverfront Development Corporation Limited at Ahmedabad.

**Scope of works, project description and architectural finishes mentioned in the bid documents are indicative and are likely to change during actual execution.**

**Websites: <https://www.nprocure.com> OR [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in)**

**Signature of Bidder**

Sl. No.	Item	Description
1.2.1	Bidding Document Online Available From a. <b>Date</b> b. <b>Time</b>	To be downloaded from websites: <b>www.nprocure.com</b>  Information available on: <a href="http://www.sabarmatiriverfront.com">www.sabarmatiriverfront.com</a> , <a href="http://ahmedabadcity.gov.in">ahmedabadcity.gov.in</a> , <a href="http://www.nprocure.com">www.nprocure.com</a> <b>Date: 15.12.2020</b>
1.2.2	Last date of online submission of Tender a. <b>Date</b> b. <b>Time</b>	<b>30.12.2020</b> <b>12:00</b> hours
1.2.3	<b>Last date, time &amp; Place for inspection of hard copy of the blank bid document</b>	<b>30.12.2020</b> <b>14:00</b> hours <b>Sabarmati River Front Development Corporation Limited</b> <b>Event Centre Ground, Near Sardar Bridge, Opp. Tagor Hall (River Front-West), Ahmedabad, Gujarat – 380007.</b> <b>Telephone : 079 26580430</b> <b>Fax : 079 26596003</b>
1.2.4	<b>Cost of Document (Tender Fee)</b>	INR 12,000/- (inclusive of GST)( <b>Twelve Thousand only</b> )
1.2.5	<b>Mode of payment</b>	DD drawn in favour of Sabarmati Riverfront Development Corporation Limited, payable at Ahmedabad from any Nationalized Bank/ Scheduled Bank.
1.2.6	<b>Bid Security</b>	<b>Rs.5,34,704=00</b> In the Form of DD/Bank Guarantee/FDR payable at Ahmedabad from the Nationalised Bank /Scheduled Bank.
1.2.7	Pre Bid Meeting a. <b>Date</b> b. <b>Time</b> c. <b>Location</b>	<b>24.12.2020</b> <b>11:00</b> Hours Sabarmati Riverfront Development Corporation Ltd, <b>Event Centre Ground, Near Sardar Bridge, Opp. Tagor Hall (River Front-West), Ahmedabad, Gujarat – 380007.</b>
1.2.8	<b>Performance Security</b>	Bank Guarantee from a Nationalised Bank/ Scheduled Bank. Amount equal to 5% amount of contract sum
1.2.9	<b>Physical submission of Tender Fee, EMD and other tender documents (to be submitted at Sabarmati Riverfront Development Corporation Limited address)</b>	On or before <b>30.12.2020</b> up to <b>14:00</b> Hours.

Signature of Bidder

**2.0 Eligible Bidders**

- 2.1 This Invitation for Bid is open to all Bidders who have legal constitution of their firms for more than past 3 years.
- 2.2 All bidders shall provide in (Section 2, and Annexure – II Qualification Information) a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Corporation to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 2.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.
- 2.4 Bidders should not be under a declaration of Anti Blacklisting and Ineligibility for corrupt and fraudulent practices.

**3.0 Technical Qualification of Bidders**

- 3.1 Qualification will be based on meeting all the following minimum criteria regarding the bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the bidder's responses.
- 3.2 The onus is on the bidder to submit the authentic data, and thus we assume and understand that the data submitted by the bidders are authentic and genuine. Still, if any data submitted by the bidder is found to be fraudulent or misleading then, employer may take legal action against the bidder.
- 3.3 Brief explanation of the Eligibility Criteria's (Mandatory to be followed for qualifying for further process of tender)
- 3.4 Average Annual Turnover:
  - Average Annual financial turnover during the last 3 years i.e. FY 2017-18, FY 2018-19, & FY 2019-20 ending 31st March of the financial year, should be at least Rs. 4,01,02,785/- for Garden related work.
  - Certificate from Chartered Accountant shall be submitted for this.
- 3.5 Bank Solvency:
  - Valid Bank Solvency i.e. the date of expiry shall not be before the date of Last Date of Physical Submission of the tender. The date of expiry of the Solvency Certificate shall be considered exactly 12 months from the date of issue. Kindly mention the date of issue of the Solvency Certificate.
  - Approved Bank: Nationalized / Scheduled / Private Sector Banks
  - Amount of Bank Solvency: Minimum Rs.1,06,94,076/-.
- 3.6 The bidders must accompany the following documents in the envelope containing the techno-commercial bid in the absence of which tender shall not be evaluated. The validity and truthfulness of the certificates produced by the bidder may be verified by visiting the sites of the bidder and interviews with the issuing authorities and other

**Signature of Bidder**

related personnel or units. During the verification as above, if the contents and validity of certificates does not match with the actual the bid, then, the certificate will be declared **NON RESPONSIVE**.

- 3.7 Authority to sign bid on behalf of firm.
- 3.8 Earnest Money Deposit.
- 3.9 Proof of experience as needed above.
- 3.10 Registration Certificate Provident Fund and Employees State Insurance registration certificates, Professional Tax.
- 3.11 GSTN Registration
- 3.12 **Work Completion Contract/Job Qualification in last 3 year i.e. FY 2017-18,2018-19 & 2019-20:**
- Single Job of 80% of the tender value i.e. Rs. 4,27,76,304/-
- Or
- Two Jobs of 50% of the tender value i.e. Rs. 2,67,35,190/-
- Or
- Three Jobs of 40% of the tender value i.e. Rs. 2,13,88,152/-
- For work completion, the bidder has to submit work completion Certificate 3 (A) from their respective employers. Along with valid work order of garden maintenance (Horticulture work only) from last three year.
  - Work completed by the bidder with Government / Semi Government under the name of the bidder them self shall only be considered for evaluation.
  - Since this is a Garden Maintenance work at very prestigious sites of the city, the work completed shall be Garden Maintenance works only. Only Garden Maintenance works completion certificates will be considered valid.
  - Work Completion means completed works only. If the work is in progress and some percentage of the work is completed, the bidder cannot consider that amount into the work completed. For example, for the project Rs. 10.00 Crore if the work is completed 1.50 Cr., then the bidder cannot submit the work completion of Rs. 1.50 Cr. for eligibility of this tender.
  - Works done under Sublet and / or Joint Venture shall not be considered for evaluation purpose anyhow, unless specified in the tender.
  - Agency shall have valid registration of A class with any Government Organisation.
- 3.13 Existing commitment shall include all such works for which letters of acceptance of the tenders have been received by bidder till the date on which bidder has submitted his bid for the proposed work.
- 3.14 Note: The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Supervisor-in-charge, of the firm or the relevant division/department of the firm, not below the rank of Manager.
- 3.15 As the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bid.

**Signature of Bidder**

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; GST registration, Income tax return last (F.Y. 2017-18 to 2019-20), Audit Report of last 3 years, written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last three years or currently under execution, If any. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute.
- 3.16 Bids from joint venture are not acceptable.
- A. To qualify for award of the contract each bidder in its name should have in the last three years i.e. 2017-2018 to 2019-20.
- B. The bidder shall ensure the availability for this work, minimum key personnel and well-known qualified staff. The bidder, however, can make its own assessment and is free to propose his/her own site organisation.
- Stores, accounts and administration staff as per requirement of bidder.
- C. To qualify for contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- 3.17 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 3.18 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
  - Participated in previous bidding for the same work and have quoted unreasonably high bid prices and could not furnish rational justification to the employer.
  - Colluded with other prospective bidders for this work to arrive at quoted prices for the purpose of restricting competition.
  - Indulged in inducement of any official of Sabarmati Riverfront Development Corporation Limited and/or their consulting supervisor and other advisors in any manner whatsoever.

**Signature of Bidder**

**4.0 One Bid per Bidder**

The bidder can bid for one bid only.

**5.0 Cost of Bidding**

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

**6.0 Site Visit**

The bidder, at the bidder's own responsibility and risk is deemed to have inspected and examined the site and its surroundings after visiting the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the Site shall be at the bidder's own expense. Particular attention of bidders is invited to:

- The form and nature of work and subsurface conditions
- The hydrological and climatic conditions
- The extent and nature of work and materials necessary for the execution and completion of the works
- The means of access to the site and the accommodation he may require and
- All other information as to risks, contingencies and circumstances which may influence or affect his bid.

**Signature of Bidder**



## **B. Bidding Documents**

### **7.0 Content of Bidding Documents**

7.1 The set of bidding documents comprises of the documents listed below and addenda issued in accordance with Clause 10:

<b>Section</b>	<b>Particulars</b>	<b>Volume No.</b>
	Invitation for Bids	1
I	Instructions to Bidders	
II	General Conditions of Contract	
III	Contract Data	
IV	Technical Specifications	
V	Bill of Quantities	2
		3

7.2 Bidders can download the bidding documents from the websites mentioned above. Documents to be furnished by the bidder as specified in this section in compliance to Clause 11.0.

7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, annexure in the bid document. Failure to comply with the requirements of bid documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

### **8.0 Clarification of Bidding Documents**

8.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by cable (hereinafter "cable" includes telex, facsimile and e-mails) at the employer's address indicated in the invitation to bid. The employer may respond to any request for clarification which he received earlier than 4 days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its sources.

### **9.0 Amendment of Bidding Documents**

9.1 Before the deadline for submission of bids, the employer may modify the bidding documents by issuing addenda. Bidders are requested to check and download bid before 48 hours of submission and submit accordingly.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the employer. The employer will assume no responsibility for postal delays.

**Signature of Bidder**

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the employer may, at his discretion, extend as necessary the deadline for submission of bids.

**Signature of Bidder**

## **C. Preparation of Bids**

### **10.0 Language of the Bid**

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

### **11.0 Documents comprising the Bid**

11.1 The bid to be submitted by the bidder as Volume V of the bid document (refer clause 7.1) and shall be in two separate parts.

#### **Part I Shall be named “Technical Bid” and shall comprise.**

- (i) Bid Security in the form specified in Clause 15.0
- (ii) Qualification Information of the bidder in prescribed format as per Annexure - II
- (iii) Undertaking that the bid shall remain valid for the period specified in Clause 14.1.
- (iv) Acceptance / non-acceptance of Dispute Review Expert in Clause 32.1
- (v) Affidavit as per format

#### **Part II Shall be named “Financial Bid” and shall comprise.**

- (i) Priced Bill of Quantities for items specified in Section V

Only Part I will be submitted physically with separate cover sealed and marked in accordance with the sealing and marking instruction. The bidder shall prepare three copies of the bid, marking them ‘Original’ and ‘Copies’ respectively.

11.2 **Following documents should be submitted physically with the bid.**

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	Volume 1
I	Instructions to Bidders	
II	General Conditions of Contract	
III	Contract Data	
IV	Technical Specifications	Volume 2
V	Bill of Quantities	Volume 3

The successful bidder will be required to sign each page of these documents and return them to the employer. These signed documents along with the documents of accepted bid, shall form a part of the contract agreement between the employer and the bidder.

### **12.0 Bid Prices**

12.1 The contract shall be for the whole works as described in various documents as listed in Sub-Clause 7.1 including the priced Bill of Quantities submitted by the Bidder.

12.2 The bidder shall fill percentage above/below (both in figures and words) of the works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the

**Signature of Bidder**

employer when executed and shall be deemed to be covered by the other contract price. Corrections if any shall be made by crossing out, initialling, dating and rewriting.

- 12.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total bid price submitted by the bidder.
- 12.4 The percentage quoted above or below the amount put to tender by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account, except where expressly specified, otherwise, in the contract.

### **13.0 Currencies of Bid and Payment**

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

### **14.0 Bid Validity**

- 14.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 18.0. A bid valid for a shorter period shall be rejected by the employer as non-responsive.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

### **15.0 Bid Security**

- 15.1 The bidder shall furnish, as part of his bid, a bid security in the amount as shown in IFB for this particular work. This bid security shall be in favour of the Sabarmati Riverfront Development Corporation Limited and may be in one of the following forms:
- a) Deposit-at-call Receipt from any Nationalised Bank/ Scheduled Bank payable at Ahmedabad.
  - b) Bank Guarantee payable at Ahmedabad from any Nationalised bank/ Scheduled Bank, in the format approved by the Employer/Engineer.
  - c) Fixed Deposit Receipt, an irrevocable letter of credit, issued by any Nationalised Bank/Scheduled Bank only.
- 15.2 Bank guarantees payable at Ahmedabad. (And other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 15.3 Any bid not accompanied by an acceptable bid security and not secured as indicated in Sub-Clauses 15.1 and 15.2 above shall be rejected by the employer as non-responsive.

**Signature of Bidder**

- 15.4 The bid security of unsuccessful bidders will be returned within 30 days of the award of the contract. The bid security of successful bidder shall be converted as part of performance guarantee.
- 15.5 The bid security of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required performance security.
- 15.5.1 The Bid Security shall 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 Tender Clause;  
or
  - c) in the case of a successful bidder, if the bidder fails within the specified time limit to
    - (i) sign the Agreement; or
    - (ii) Furnish the required Performance Security.

## 16.0 Format and Signing of Bid

- 16.1 The Bidder shall prepare one original and two copies of the documents comprising the bid as described in Clause 11 of these Instructions to bidders, bound with the volume containing the 'Technical Bid; and 'Financial Bid' in separate parts and clearly marked "ORIGINAL" and "COPIES" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 16.2 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 16.3 The bid shall contain no alterations or additions, except those to comply with instructions issued by the employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 16.4 **Sufficiency of bid:** The bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the bid and of the rates and prices stated in the bill of quantities, all of which shall, cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of works and the remedying of the defects therein.

**Signature of Bidder**

## D. Submission of Bids

### 17.0 Sealing and Marking of Bids

The bid shall be submitted online through e-tendering. The bid should be submitted in two bid systems on or before due date and time.

Online: The price bid shall be filled only online in the prescribed format provided on website.

17.1 The Bidder shall seal the original and copies of the bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked "**ORIGINAL**" and "**COPY**" shall contain within it two separate sealed envelopes marked "**Technical Bid**" only with additional markings as follows.

- Original and Copies, as the case may be
- **Technical Bid**: to be opened on 30.07.2020 at 11:00 hours, in the presence of Evaluation Committee comprising of representatives of employer and supervisor.
- **Financial Bid**: Not to be opened except with the approval of Tender evaluation committee.

17.2 The inner and outer and separate envelopes containing **Technical Bid only** shall be addressed to the employer at address given on face sheet of the bid document.

17.3 In addition to the identification required in Sub-Clause 17.1 & 17.2, each of the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late pursuant to Clause 19, or the Tender Evaluation Committee declares the bid as non responsive pursuant to Clause 21 or bidder is not qualified technically.

17.4 If the outer envelopes are not sealed and marked as above, the employer will assume no responsibility for the misplacement or premature opening of the Bid.

17.5 All information has to be submitted in prescribed format only. Any incomplete information provided will not be considered for evaluation.

### 18.0 Deadline for Submission of the Bids

18.1 Complete bids (Technical Bid Only) must be received by the employer at the address specified above not later than the date indicated on the face sheet of the document. In the event of the specified date for the submission of bids is declared as a holiday for the employer, the bids will be received up to the mentioned time on the next working day.

18.2 The employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**Signature of Bidder**

**19.0 Late Bids**

- 19.1 Any bid received by the employer after the deadline prescribed in Clause 18 will be rejected and returned unopened to the bidder.

**20.0 Modification and Withdrawal of Bids**

- 20.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 18 or pursuant to clause 21.
- 20.2 Each bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Tender Clauses, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.
- 20.3 No bid may be modified after the deadline for submission of bids, except in pursuant to clause 20.
- 20.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 shall result in the forfeiture of the Bid security pursuant to Clause 15.
- 20.5 Tenders, who should always be placed in sealed cover, with the name of the work written on the envelopes, should be submitted at office of the Sabarmati River Front Development Limited.

**Signature of Bidder**

## **E. Bid Opening and Evaluation**

### **21.0 Bid Opening**

- 21.1 The employer will open all the bids received (except those received late), including modifications made pursuant to Clause 20, in the presence of the bidders or their representative who choose to attend at time, date and the place specified in fact sheet in the manner specified in Tender Clauses and in the event of the specified date of bid opening being declared a holiday for the employer, the bids will be opened at the appointed time and location on the next working day.
- 21.2 Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 19 shall not be opened.
- 21.3 The “Technical Bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid, and has not been furnished in the form specified in Clause 15, the remaining technical bid and the sealed financial bid will be returned to the bidder terming it as non-responsive.
- 21.4 Subject to confirmation of the bid security by the issuing bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to information furnished in Part I of the bid pursuant to Clause 11.1.
- i. After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 05 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
  - ii. The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the financial bid (usually on the 21<sup>st</sup> day of opening of the Technical Bid)
  - iii. Immediately (usually within 3 or 4 days), on receipt of these clarifications the evaluation committee will finalise the list of responsive bidders whose financial bids are eligible for consideration.
- 21.5 At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Tender Clause will be announced. The bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive bidders’ names, the bid prices, the total amount of each bid, any discounts, bid modifications and withdrawals, and such other details as the employer may consider appropriate, will be announced by the employer at the opening. Any bid price or discount, which is not read out and recorded, will not be taken into account in bid evaluation.

**Signature of Bidder**



**22.0 Process to be Confidential**

22.1 Information relating to the examination, clarification, evaluation, qualification and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the employer's processing of bids or award decisions may result in the rejection of his Bid.

**23.0 Clarification of Financial Bids**

23.1 To assist in the examination, evaluation, and comparison of bids, the employer may, at his 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 fax or e-mail, 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 the employer in the evaluation of the bids in accordance with Clause 26.

23.2 Subject to sub-clause 23.1, no bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the employer, he should do so in writing.

23.3 Any effort by the bidder to influence the employer in the employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidders' bid.

**24.0 Examination of Bids and Determination of Responsiveness**

24.1 During the detailed evaluation of 'Technical Bids', the employer will determine whether each bid (a) meets the eligibility/qualification criteria defined in Clauses 2 and 3; (b) has been properly signed and in prescribe format; (c) is accompanied by required securities and; (d) is substantially responsive to the requirements of the 'Bidding Documents'. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

24.2 A substantially responsive "Financial Bid" is one of which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the bidding documents, the employer's rights or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

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

**Signature of Bidder**

**25.0 Correction of Errors**

25.1 "Financial Bids" determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.

25.2 The amount stated in the "Financial Bid" will be corrected by the employer 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 these corrections, 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 the corrections, the decreased amount will be treated as the 'bid price'

**26.0 Evaluation and Comparison of Bids**

26.1 The employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Sub-Clause 24.2.

26.2 In evaluating the bids, the employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:

- a) Making any correction for errors pursuant to Clause 25; or
- b) Making an appropriate adjustment for any other acceptable variations, deviations; and
- c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Tender Clause.

26.3 The Employer reserves the right to accept or reject any variation or deviation and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the employer. However, the same shall not be taken into account in bid evaluation.

26.4 If the bid of the successful bidder is seriously unbalanced in relation to the supervisor's estimate of the cost of work to be performed under the contract, the employer may require the bidder to produce detailed price analyses for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the employer may require that the amount of the performance security set forth in Clause 30 be increased at the expense of the successful bidder to a level sufficient to protect the employer against financial loss in the event of default of the successful bidder under the contract.

26.5 A bid which contains unrealistically low price and which cannot be substantiated satisfactorily by the bidder may be rejected as 'non-responsive'.

**Signature of Bidder**

## **F Award of Contract**

### **27.0 Award Criteria**

27.1 Subject to Clause 28, the employer will award the contract to the bidder whose bid has been determined

- (i) To be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price.
- (ii) To be within the available bid capacity (In case of multiple similar works) adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity (In case of multiple similar works) is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

The same process will be continued in case the second lowest bidder fails to meet with the bid capacity criteria described above.

### **28.0 Employer's Right to Accept any Bid and Reject any or all Bids**

28.1 Notwithstanding Clause 27, the employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders about the grounds for the employer's action.

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

29.1 The bidder whose bid has been accepted will be notified about the award by the employer prior to expiration of the bid validity period by writing, facsimile or e-mail confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the "Letter of Acceptance" as per format given in Annexure – V) will state the sum that the employer will pay the contractor in consideration of the execution, completion, and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").

29.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30.

29.3 The agreement will incorporate all agreements between the employer and the successful bidder. It will be signed by the employer and sent to the successful bidder, within 28 days following the notification of award along with the letter of acceptance. Within 15 days of receipt the successful Bidder will sign the agreement as per format given in Annexure –

**Signature of Bidder**

- VI) and deliver it to the employer. Employer will then issue notice to proceed as per Annexure – VII.
- 29.4 Upon furnishing the performance security by the successful bidder, the employer will promptly notify other bidders that their bids have been unsuccessful.

### **30.0 Performance Security**

- 30.1 Within 21 days of receipt of the letter of acceptance, the successful bidder shall deliver a performance security as per the forms given below for an amount equivalent to 5% of the contract price (plus additional security for unbalanced bids in accordance with Tender Clause of Information To Bidders as decided by the employer if necessary) to the employer.
- A Bank Guarantee payable at Ahmedabad in the form acceptable to the employer; (From any Nationalized Bank / Scheduled Bank payable at Ahmedabad Branch only) or
  - Bank Draft from Nationalized Bank / Scheduled Bank payable at Ahmedabad as indicated in Appendix.
- 30.2 The Performance Security provided by the successful bidder, in the form of a Bank Guarantee Payable at Ahmedabad should be issued by a Nationalized Bank / Scheduled Bank only.
- 30.3 Failure to comply with the requirements of Sub-Clause 30.1 by the successful bidder shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.
- 30.4 The performance security shall remain in force until the issuance of the defects liability certificate and the security shall be returned to the contractor within 14 days of the issuance of the defects liability certificate.
- 30.5 Prior to making a claim under the performance security the employer shall, in every case, notify the contractor stating the nature of default in respect of which the claim is to be made.

### **31.0 Advance Payment and Security**

- 31.1 The employer will provide an advance payment on the contract price as stipulated in the condition of the contract subject to maximum amount as stated in the contract data.

### **32.0 Dispute Review Expert /Arbitration**

- 32.1 The employer proposes to appoint dispute review expert under the contract, at daily fee to be finalised jointly with the bidder plus reimbursable expenses. If the bidder disagrees with this proposal, the bidder should so state in the bid. If in the Letter of Acceptance, the bidder has not agreed on the appointment of the dispute review expert, the dispute review expert shall be appointed by the Executive Director, Sabarmati Riverfront Development Corporation Limited.

**Signature of Bidder**

**33.0 Corrupt or Fraudulent Practices**

33.1 The employer will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time.

33.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 22.1

**Signature of Bidder**

## Annexure – I

### Declaration Regarding Blacklisting / None-Blacklisting

**(To be executed on Rs. 100/- Stamp paper & attested by Public Notary/  
Executive Magistrate by the bidder)**

### Affidavit

#### Tender for

Maintenance and Up Gradation Of River Front Flower Park At Sabarmati River Front Development Project Area.

I/We Proprietor/ Partner(s)/ Director(s) of M/s. \_\_\_\_\_ hereby declare that the firm / Company namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by any other Government or semi-government organisation from taking part in Governments tenders.

Or

I/We Proprietor /Partner(s)/ Director(s) of M/s. \_\_\_\_\_ hereby declare that the firm / Company namely M/s. \_\_\_\_\_ was blacklisted or debarred by the any other Government or Semi-government from taking part in Government or Semi- government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/ Company is entitled to take part in Government or semi-government tenders.

In case of above information found false I/We are fully aware that the tender/ Contract will be rejected/ cancelled by authority of Sabarmati Riverfront Development Corporation Limited and EMD shall be forfeited.

In addition to the above Sabarmati Riverfront Development Corporation Limited, will not be responsible to pay the bills for any completed / partially completed work.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name & Address of the Firm / Company \_\_\_\_\_

\_\_\_\_\_

**Signature of Bidder**

**Annexure – II****QUALIFICATION INFORMATION**

The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in Clause 2 & 3 of the Instructions to bidders. This information will not be incorporated in the contract.

1. Constitution or legal status of bidder

**[Attach copy]**

Place of registration: \_\_\_\_\_

Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Bid

**[Attach]**

2. Registration Numbers and Certificate with various authorities as mentioned in Tender (PF, ESIC, PT, GSTN etc.)

3. Total Annual Turnover value of Garden and its related work executed and payments received in the last three years (in Rs. Lacks)

2017 - 2018 \_\_\_\_\_

2018 - 2019 \_\_\_\_\_

2019 - 2020 \_\_\_\_\_

βAttach Certificate(s) from Chartered Accountant

3. Work performed as prime contractor (in the same name) on works of a similar nature over the last three years. \*\*

Project Name	Name of the Employer	Desc. Of work	Contract No.	Value of Contract (Rs.) lacks	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Photographs Attached	Remarks explaining reasons for delay & work Completed

Signature of Bidder

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β Attach Certificate(s) from Chartered Accountant

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

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of contract (Rs. Lacks)	Stipulated period of completion	Value of Works* remaining to be completed (Rs. Lacks)	Anticipated date of completion	Latest Performance certificate
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

(B) Works for which bids already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lacks)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

\* Attach certificate(s) from the Supervisor(s)-in-Charge.

Signature of Bidder



5. Qualifications and experience of key personnel proposed for administration and execution of the contract.

<b>Position</b>	<b>Name</b>	<b>Qualifications</b>	<b>Years of experience (general)</b>	<b>Years of experience in the proposed position</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
Site Supervisors	*	*	*	*

6. Statement of compliance under the requirements of Sub Clause 2.2 of the Instructions to Bidders.

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Signature of Bidder

**Annexure III**

**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ have not abandoned any work \_\_\_\_\_ in India nor any contract awarded to us for such works have been rescinded, during last three years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department / Project implementing agency.

\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm/Company)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm/Company

\_\_\_\_\_  
Date

**Signature of Bidder**

**Annexure – IV**  
**(Letter head)**  
**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ would invest minimum cash up to 10% of the value  
of the work during implementation of the Contract.

(Signed by an Authorised Officer of the Firm/Company)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm/Company

\_\_\_\_\_  
Date

**Signature of Bidder**

**Annexure - V**  
**Letter of Acceptance**

(Letterhead of the agency)

\_\_\_\_\_ [date]

To: \_\_\_\_\_  
[name and address of the Contractor]

Dear Sir,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ [name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees \_\_\_\_\_ (\_\_\_\_\_) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted by our Agency.

We accept that \_\_\_\_\_ the appointment of Dispute Review Expert.

We note that as per bid, you do not intend to subcontract any component of work.

[OR]

We note that as per bid, you propose to employ M/s. .... as sub-contractor for executing .....

*[Delete whichever is not applicable]*

You are hereby requested to furnish performance security, plus additional security for unbalanced bids as per the terms of ITB Clause 27.4, in the form detailed in Para 31.1 of ITB for amount of Rs. \_\_\_\_\_ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of Defects Liability Period i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in Para 31.3 of ITB will be taken.

Yours faithfully,

Authorised Signatory

Name and Title of Signatory

Name of Agency

<sup>1</sup> Delete “corrected and” or “and modified” if only one of these actions applies. Delete “as corrected and modified in accordance with the Instructions to Bidders” if corrections or modifications have not been effected.

**Signature of Bidder**

## Annexure - VI

### Agreement Form

#### Agreement

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, between \_\_\_\_\_ [name and address of Employer] (hereinafter called "the Employer") of the one part and \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs. \_\_\_\_\_.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying the defects wherein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i) Letter of Acceptance;
  - ii) Notice to proceed with the works;
  - iii) Contractor's bid after amendments, addenda and corrections as mutually agreed with the employer;
  - iv) The notice inviting bids,
  - v) The information to bidders,
  - vi) Contract Data;
  - vii) General Conditions of contract;
  - viii) Technical Specifications;
  - ix) Bill of Quantities;
  - x) Any other document listed in the Contract Data as forming part of the contract;
  - xi) Registration Certificate / Partnership Deed / Incorporation Certificate (If vendor legal partner) as applicable.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_  
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_  
\_\_\_\_\_ in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**Signature of Bidder**

**Annexure - VII**

**Issue of Notice to Proceed with the Work**

(Letterhead of the Employer)

\_\_\_\_\_ [date]

To:

\_\_\_\_\_ [name and address of the Contractor]

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Pursuant to your furnishing the requisite security as stipulated in Information to bidders (ITB) clause 31.1 and signing of the contract agreement for the construction of \_\_\_\_\_ at the accepted Bid Price of Rs. \_\_\_\_\_ (In words), you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorised to sign on behalf of Employer)

**Signature of Bidder**

## Form of Bid Security (Bank Guarantee)

WHEREAS, \_\_\_\_\_ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ [Date] for the construction of \_\_\_\_\_ [Name of Contract] (hereinafter called "the Bid").

KNOW ALL MEN 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 \_\_\_\_\_ for which payment well and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents.

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

THE CONDITIONS of these obligations are:

- (1) The Bank guarantee issued is to be encashable at any branch of Ahmedabad.
- (2) If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid: or
- (3) If the bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidders: or
- (4) If the bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

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, provided that in his demand the employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date \_\_\_\_\_ 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 OF THE BANK

WITNESS

SEAL

\_\_\_\_\_  
(Signature, Name & Address)

Signature of Bidder

**SECTION II  
GENERAL CONDITIONS OF CONTRACT**

Signature of Bidder





**A. General****1.0 Definitions**

1.1 In the contract (as hereinafter defined), the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

1.2 Terms which are defined in the contract data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

“**Bill of Quantities**” means the priced and completed **Bill of Quantities** forming part of the Bid.

“**Commencement Date**” means the date on which the contractor receives from the supervisor the notice to commence works.

“**Time for completion**” means the time for completing the execution of the works and passing the tests on completion of the works calculated from the commencement date.

“**Taking over certificate**” means a certificate issued pursuant to clause 54 of these Conditions of Contract.

“**Contract**” means the contract agreement between the employer and the contractor to execute, complete and maintain the works as described in details in various documents listed in clause 4 of “The Contract Agreement “.

“**Specifications**” means the specification of the works included in contract and/or modifications/alterations made thereto by contractor and approved by the supervisor.

“**Drawings**” means all drawings, calculations and technical information of a like nature provided by the supervisor to the contractor.

“**Contract Data**” means the documents and other information which comprise the contract.

“**Contractor**” means a person / corporate body / registered company / consortium of companies who’s Bid to carry out the Works has been accepted by the Employer and the legal successors in title to such person / corporate body / registered company / consortium of companies

“**Sub contractor**” means any person/corporate body/ registered company/ a consortium of companies to whom a part of the works has been subcontracted with the consent of the supervisor.

“**Contractor's Bid**” means the priced offer to the employer for the execution of the works and remedying defects therein in accordance with various terms and conditions set out in the contract as accepted by “Letter of Acceptance.”.

**Contract Price** means the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

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“**Retention money**” means the aggregate of all monies retained by employer pursuant to clause 48 of these Conditions of Contract.

“**Interim Payment Certificate**” means any payment certificate issued by the supervisor other than the final payment certificate.

“**Final Payment Certificate**” means the certificate of payment issued by the supervisor pursuant to clause 43.1 g of these Conditions of Contract.

**Days** mean calendar days;

**months** mean calendar months.

“**Defect**” means any part of the Works not completed in accordance with the Contract.

“**Employer**” means The Sabarmati River Front Development Corporation Limited and is the party who will employ the Contractor to carry out the Works.

“**Supervisor**” means the person / organisation appointed by the employer as named in the Contract Data or as informed to the contractor in writing for the purposes of the contract. The contractor is obliged to accept the supervisor appointed by the employer.

“**Supervisors Representative**” means the person appointed by the supervisor for carrying out such duties and exercising such authority as delegated to him from time to time by the supervisor with written intimation to the employer and the contractor.

“**Equipment**” means the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

“**Completion Date**” means the date arrived at by counting the Contract period (inclusive of any time extensions granted by the Supervisor from time to time) after the commencement date.

“**Plant**” means any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function.

“**Site**” means the places provided by the employer where the works are to be executed and any other places as may be specifically designated in the contract as forming part of the site.

“**Specification**” means the Specification of the Works included in the contract and any modification or addition made or approved by the supervisor.

“**Works**” means permanent works and/or temporary works.

“**Permanent works**” means the permanent works to be executed in accordance with the Contract.

“**Temporary Works**” are works of every kind in or about the permanent works designed, constructed, installed, and removed by the contractor, which are needed for construction or installation of the Works.

“**Cost**” means all expenditure on or off site properly accounted and incurred or to be incurred including all overheads.

“**Writing**” means all handwritten or typewritten or printed communication including post cable, fax facsimile or e mail communication.

1.3 Wherever in the contract, provision is made for the giving of notice, consent, approval, certificate or determination by any person such notice consent, approval, certificate or determination by any person shall be given in writing unless otherwise specified in the contract. Any such consent, approval, certificate or determination shall not be unreasonably delayed or withheld.

## **2.0 Interpretation**

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings and marginal notes have no significance. Words have their normal meaning under the language of the contract unless specifically defined. All the notices, consents, approvals, certificates, decisions, determinations to be given under this contract by all the concerned parties (Employer, Supervisor and Contractor) shall be given in writing only.

2.2 If sectional completion is specified in the Contract Data, the completion date for each section of work is arrived at by counting the period of completion assigned for that section of work from the date of commencement assigned to that section of the work.

2.3 The several documents forming the contract are to be taken as mutually explanatory to one another, but in case of ambiguities and/or discrepancies the same shall be explained and adjusted by the supervisor who shall thereupon issue to the contractor instructions thereon and in such event unless otherwise provided in the contract, the priority of the documents forming the contract shall be as follows:

- (1) The notice inviting bids,
- (2) The Contract Agreement,
- (3) The instructions to Bidders
- (4) The Letter of Acceptance and notice to proceed with the works
- (5) The accepted Contractor's Bid
- (6) The Contract Data
- (7) The General Conditions of Contract
- (8) The Technical Specifications
- (9) Any other document listed in the Contract Data as forming part of the Contract.

## **3.0 Language and Law**

3.1 The language of the contract shall be English and the law governing the Contract shall be the Law as prevailing in India.

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3.2 If the Contractor's authorised representative is not, in the opinion of the supervisor, fluent in English, the contractor shall have available on site at all times a competent interpreter to ensure the proper transmission of instructions and information.

#### **4.0 Supervisor's Decisions**

4.1 Except where otherwise specifically stated, the supervisor will decide contractual matters between the employer and the contractor as specified in the contract.

4.2 Except as expressly stated in the contract, the supervisor shall have no authority to relieve the contractor of any of his obligations under the contract.

4.3 Supervisor shall act impartially while dealing with the contractual matters arising between the contractor and the employer while

- Giving decisions, opinion or consent,
- Expressing his satisfaction or approval,
- Determining value, or
- Otherwise taking decisions which may affect the rights and obligations of the employer or the contractor

4.4 The supervisor shall obtain specific approval from the employer before carrying out his duties in accordance with following clauses:

5. Delegation, 7. Subcontracting, 17.5, 17.6 and 17.7 Suspension of work, 20. Possession of site, 30. Extension of completion date, 41 Valuation of variations, 47. Price variation 49. Liquidated damages, 54. Taking over, 55. Claims, 57. Termination, 59. Default of Contractor and any other sub clauses that will have cost or time implications on the Contract.

**5.0 Delegation**

- 5.1 **Supervisors Representative** (Team Leader in this case) shall be appointed by the supervisor and shall carry out such duties and exercise such authority as may be delegated to him by the supervisor under sub clause 5.2 from time to time.
- 5.2 The supervisor may delegate in writing any of his duties and responsibilities to other persons appointed by the Supervisor or the Supervisors Representative to carry out the duties assigned to him under the contract (except to the Dispute Review Expert) after notifying the Contractor in writing ) and may cancel any delegation in writing after notifying the Contractor.

**6.0 Communications**

- 6.1 A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 6.2 All communications from Supervisors Representative shall have the same effect as though given by the Supervisor. The Supervisor shall however retain the authority to disapprove any work, materials or plant in the event of the Supervisors Representative failing to do so or revoke the decisions/instructions issued by the Supervisors Representative.
- 6.3 All certificates, notices or instructions to be given to the contractor by the employer or the supervisor under the terms of Contract shall be sent by post, cable, fax, e-mail to or placed at the contractor's principal place of business or such other address as the contractor shall nominate for that purpose.
- 6.4 Any notice to be given to employer or to the supervisor under the terms of the contract shall be sent by post, cable, fax or e-mail to or left at the respective addresses nominated for that purpose given in contract data.
- 6.5 Change of address shall be informed to respective parties well in advance.

**7.0 Subcontracting**

- 7.1 The contractor shall not, without the prior consent of the employer assign the contract or any part thereof. The contractor shall not subcontract the whole of the works. Part of the works may be subcontracted after obtaining supervisors prior consent. Any such consent shall not relieve the contractor from any liability or obligation under the contract. The contractor shall remain responsible for all the acts, defaults and/or neglect of the contractual requirements and obligations by any subcontractor.

**8.0 Other Contractors**

- 8.1 The Contractor shall cooperate and share the site with other contractors, public authorities, utilities, and the employer as and when required without prejudice to any of his contractual obligations. The contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

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**9.0 Personnel**

- 9.1 The contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the bid document to carry out the functions stated in the Schedule or other personnel approved by the supervisor. The supervisor will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If the supervisor asks the contractor to remove a person, for his misconduct or inadequacy of technical skills and experience, who is a member of the contractor's staff or his work force, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract.
- 9.3 No residential accommodation is allowed at the site of work. The labour huts shall not be erected on the site of work and contractor shall make his own arrangements to provide such accommodations as per the rules of the local bodies. He shall make his own arrangements for housing, stores, field office etc. He shall submit a site layout plan indicating the location of various site facilities to be created by him at his cost for the execution of work. The owner shall in no way be responsible for any delay on this account and no claim on this account whatsoever shall be entertained.

**10.0 Employer's and Contractor's Risks**

- 10.1 The employer carries the risks which this contract states are employer's risks, and the contractor carries the risks which this contract states are contractor's risks.

**11.0 Employer's Risks**

- 11.1 The employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the works in the employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, or riot, commotion, disorder (unless restricted to the contractor's employees), natural disaster (excluding risk covered in clause 13.1 document) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive. Contractor will execute rectification of damaged portions of work due to such risks and employer shall suitably compensate for works in accordance with the terms and conditions of the contract.

**12.0 Contractor's Risks**

- 12.1 All risks of loss or damage to physical property and of personal injury, death which arise during and in consequence of the performance of the contract, are the responsibility of the contractor. Contractor shall rectify damages to works, loss of materials, property, plant and machinery, life etc. at his own costs
- 12.2 The contractor shall assume all liability, financial or otherwise in connection with his contract and shall protect and indemnify the employer from any and all damages and claims that may arise on any account. The contractor shall indemnify the owner against all

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claims in respect of patent rights, royalties, damages to adjacent buildings, roads or members of public in course of execution of work or any other reason whatsoever and shall himself defend all actions arising from such claims and shall keep the owner saved harmless and indemnified in all respect from such actions, costs and expenses. The contractor shall be liable for any loss or damage to the Works occasioned by him in the course of operations carried out by him. All such damage (except that arising out of excepted risks defined in clause 11.1 above) to works will be rectified by contractor at his own cost. The contractor should preserve and protect the embankment construction already carried out by him during the entire course of work as well as during rainy season from flood. Any such damage to works will be rectified by contractor at his risk and cost.

### **13.0 Insurance**

- 13.1 The contractor shall provide, in the joint names of the employer and the contractor, insurance cover from the Commencement Date to the end of Completion, in the amounts and deductibles as stated below and the contract data, for the following.
- (a) Loss of or damage to the Works, Plant and Materials. (minimum full replacement costs and additional 15% costs);
  - (b) Loss of or damage to Contractors Equipment and other things at site (minimum full replacement costs).
  - (c) Loss of or damage of property and personnel (other than the Works, Plant, Materials and Equipment in connection with the Contract); i.e. Third Party Insurance; and
  - (d) Personal injury or death. (i.e. Workmen compensation policy)
- 13.2 Policies and certificates for insurance shall be delivered by the contractor to the supervisor for the supervisor's approval before the Commencement Date. All such insurance policies shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 No work (Temporary or Permanent) shall be permitted at site in absence of proper insurance policies and up to date payment of premium.
- 13.4 The responsibility of any amounts not insured or not recovered from the insurer shall be borne by the contractor in accordance with their responsibilities as defined in these clauses.
- 13.5 The employer shall indemnify the contractor against all proceedings, claims, damages, costs, charges, expenses in respect of the matters for which the employer is responsible.
- 13.6 The insurance policy shall include a cross liability clause such that the insurance shall apply to the contractor and the employer as separate insured.
- 13.7 The minimum amount of insurance shall be as specified in these clauses and the contract data. In the event of mismatch insurance shall be for higher amount.

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13.8 The contractor shall keep notified the insurer of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurances at all the times in accordance with the terms of the contract.

13.9 Contractor shall provide Workmen Compensation Policy for aforesaid period.

#### **14.0 Site Investigation Reports**

14.1 The employer has issued to the bidder all the details of the data regarding site conditions, subsurface conditions as obtained from investigations undertaken on behalf of employer relevant to the works.

14.2 The bidder is advised to inspect and examine the site and its surroundings and satisfy himself with the nature and extent of site and work, the hydrological and climatic conditions the means of access to the site, the constraints of space for stacking material/machinery, labour etc. he requires, if any, weather conditions at site, general ground/subsoil conditions etc. or any other circumstances which may affect or influence their bid. No claim, whatsoever, shall be entertained from the bidder, on the plea that the information supplied by the owner is insufficient or is at variance to the actual site conditions.

14.2.1 The contractor may carry out independent soil investigations to acquaint himself with the sub-soil conditions. No payment shall be made to him for this purpose. The Owner shall not bear any responsibility for the lack of such knowledge and also the consequences thereof to the contractor. The information and site data shown in the drawings and mentioned in the tender documents have been furnished, in good faith, for general information and guidance only. The Employer/Supervisor in no case shall be held responsible for the accuracy thereof and/or deductions, interpretations or conclusions drawn there from by the contractor and all consequences shall be borne by the contractor and no claim, whatsoever, shall be entertained from the contractor. It is presumed that the contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination which may be required between different agencies.

14.2.2 Attention of the contractors is drawn to the fact that site of works is in the riverbed of river Sabarmati. Water level in the river is governed by various parameters. Bidders should try to acquaint themselves about this. Employer bears no responsibility towards any amount of dewatering that the contractors may have to do to effectively execute the Work. Costs of all dewatering shall be deemed to have been covered by the quoted rates.

#### **15.0 Queries about the Contract Data and Contract agreement**

15.1 The employer / supervisor will clarify queries on the Contract Data. These clarifications shall form a part of the contract and shall be binding on both the employer and the contractor.

15.2 The contractor shall enter into and execute the contract agreement to be prepared at the cost of the employer in the form given in the instructions to bidders.

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**16.0 Contractor to Construct the Works**

- 16.1 The contractor shall with due care and diligence design (to the extent as provided for in the contract), execute and complete the works and remedy the defects if any in accordance with the provisions of the contract.
- 16.2 Contractor shall provide all superintendence; labour, materials, plant, equipment and all other things as may be required to design, execute, complete and maintain during defects liability period the works. (Refer clause 16.1 above).
- 16.3 Any defect, error, omission, fault shall be immediately brought to the notice of the supervisor before or during the execution of the works.
- 16.4 The contractor shall take full responsibility for the adequacy, stability, safety of all site operations and methods of construction. Contractor shall not be responsible for the design and specifications of the Permanent works not designed by him.
- 16.5 The contractor shall be responsible for:
- The accurate setting out of the works in relation to original lines, levels and points of reference given by the supervisor in writing.
  - The correctness of all positions, levels, dimensions and alignment of all parts of the works, and
  - The provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.
  - Contractor shall rectify all errors during execution of works at his cost except for the errors that occur due to supply of incorrect drawings or instructions by the supervisor.
- 16.6 The checking and approval by the supervisor of any alignments, levels and setting out shall not relieve the contractor of his responsibility for accuracy thereof.

**17.0 The Works to Be Completed by the Completion Date**

- 17.1 The Contractor may commence execution of the works on the Commencement Date and shall carry out the works in accordance with the programme submitted by the contractor, as updated with the approval of the supervisor, and complete them by the Completion Date.
- 17.2 The employer shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connection at all and no claim whatsoever on this account shall be entertained from the contractor. Also contingency arrangement of standby water & electric supply shall be made by the contractor for smooth progress of the work on account of power failure or disconnection for

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any reason whatsoever it may be. No claim of any kind whatsoever shall be entertained on this account from the contractor. Nothing extra shall be payable on this account.

17.3 The contractor is permitted to work for 24 hours a day and 7 days a week. However statutory restrictions by local authorities on working hours/vehicle movement will be strictly followed. The contractor shall provide necessary superintendence matching with working hours.

17.4 The contractor shall afford every facility for and every assistance in obtaining the right to access for the supervisor or any of his representative at all reasonable times to the site and to all workshops, places where materials or plant are being manufactured, fabricated or prepared. If materials, plant or parts of works are manufactured, fabricated or prepared in places not belonging to the contractor, the contractor shall organise necessary permissions from the owners of such facilities for the supervisor to inspect such where materials or plant.

17.5 Suspension of work

The contractor shall, on the instructions of the supervisor, suspend the progress of the works or part thereof for such time and in such manner as the supervisor may consider necessary and shall, during such suspension, properly protect and secure the works or any part thereof so far as is necessary in the opinion of the supervisor. Unless such a suspension is:

- i. Otherwise provided in the contract,
- ii. Necessary by reason of some default or breach of contract by the contractor or for which he is responsible,
- iii. Necessary by reason of climatic conditions on site or
- iv. Necessary for the proper execution of the work or for safety of the works or any part thereof,

Following sub clause shall apply.

17.6 Effect of suspension.

With reference to clause 17.5, the supervisor shall after due consultations with the employer and the contractor determine

- a. The time effect of such suspension on the contract period and
- b. The cost effect of such suspension on the contract price.

And shall notify the contractor with a copy to the employer.

#### **Approval by the Supervisor**

17.7 The contractor shall submit specifications and drawings showing the proposed Temporary Works to the supervisor, who shall approve them if they comply with the specifications and drawings.

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- 17.8 The contractor shall be responsible for design of Temporary Works.
- 17.9 The supervisor's approval shall not alter the contractor's responsibility for design of the Temporary Works.
- 17.10 All drawings prepared by the contractor for the execution of the temporary or permanent Works, are subject to prior approval by the supervisor before their use.

## **18.0 Safety**

- 18.1 The contractor shall have full regard throughout execution, completion and defects liability period to following safety aspects and shall take all necessary steps to ensure that danger to safety is avoided all the time in respect of
- a. Safety of the works
  - b. Safety of the contractors' employees and all the persons directly or indirectly engaged by him for the works
  - c. Safety of all the employees including persons working on other contracts of employer at the same site of the employer and supervisors' employees engaged at work site.
  - d. Any authorised third party persons on the site.
  - e. Contractors plants and equipments.
- 18.2 Contractor shall provide and maintain at his costs all lights, guards, fencing, warning signs, watching when and where necessary or required by Supervisor or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.
- 18.3 Contractor shall take all reasonable steps to protect the environment on and off the site and avoid damage or nuisance to persons or property of the public and others arising as a consequence of his method of operation.
- 18.4 The contractor shall maintain in good condition all work throughout execution, completion and defects liability period. The contractor shall be responsible for and to make good all injuries, damages and repairs, rendered necessary by fire, rain, traffic, floods or other causes.
- 18.5 All the scaffolding work, wherever required for the execution of work, shall be provided by the contractor. Nothing extra shall be payable on this account. It shall be provided strictly with double scaffolding system with all the accessories etc. with adjustable suitable working platforms to access the areas, with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. It shall be ensured that no damage is caused to any structure due to scaffolding.
- 18.6 All temporary warning/ caution boards display such as "Construction Work in progress", "keep away", "No parking" etc. shall be provided and displayed during day as well as night time by the contractor, wherever required and as directed by the supervisor.

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- 18.7 Arrangement of temporary water and electricity and telephone connection required, by him, shall be made by the contractor at his own cost and also necessary permissions directly from relevant Owners shall be obtained by him under intimation to the Owner. Also all initial and running charges and security deposit, if any in this regard shall be borne by him. The contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules in bylaws in this regard.
- 18.7.1 The contractor shall be responsible for maintenance and watch and ward of the complete installation and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The contractor shall indemnify the Owner against any claim arising out of pilferage / theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after the clearance is obtained from the local authorities from whom temporary electric/ water / telephone connection have been obtained by the contractor.
- 18.8 The contractor shall depute Site Supervisors & skilled workers as required for the work. Necessary protective and safety equipments shall be provided to them by the contractor at his own cost and used at site.
- 18.9 Security & Traffic Arrangements
- In event of any restriction being imposed by the security staff of employer, Sabarmati River Front Development Corporation, traffic or any other local governing body having control over the project, on the working or movement of labour, materials, the contractor shall strictly follow all such restrictions or instructions issued regarding the same and nothing extra shall be payable to the contractor on account of such restrictions or instructions. In case of loss of time on this account if any, shall have to be made up by generating additional resources etc.
- General security restrictions are given as under:
- i. The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authorities.
  - ii. The contractor shall inform in advance, if required, the truck registration numbers ownership of the trucks, names and addresses of the drivers for necessary action by the security agency.
  - iii. As and when there will be security requirements, certain additional restrictions can be imposed as per the requirement of the situation.
  - iv. No claim whatsoever will be entertained by the Owner on account of any restriction that can be imposed as per the requirement of the situation.
- 18.10 No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. However, reasonable quantity may be permitted for storage, subject to the

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- compliance of all rules instructions issued by the relevant authorities and as per the direction of Supervisor -in- Charge in this regard.
- 18.11 The contractor shall save harmless and indemnify the employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the contractor is responsible thereof.
- 19.0 Discoveries**
- 19.1 Anything of geological or archaeological or other interest or articles of value or antiquity discovered on the site shall be the absolute property of the employer. The contractor is to notify the supervisor of such discoveries and carry out the supervisor's instructions for dealing with them without damages, thefts etc. In carrying out the supervisor's instructions to dealing with such articles if the contractor incurs extra costs or suffers delays, the supervisor shall determine after due consultation with the employer and the contractor amounts of such costs and extension of time in accordance with the corresponding clauses of the contract.
- 20.0 Possession of the Site**
- 20.1 The contractor shall commence the work as soon as is reasonably possible on receipt of the "commencement of work notice" from the supervisor.
- 20.2 The employer shall give possession of parts of the site to the contractor from time to time as agreed in the contract in the order in which such portions will be made available to the contractor. This shall be based on the contractor's construction programme and method of construction.
- 20.3 The site of work shall be always kept clean. The excavated material shall be disposed off as directed by the supervisor, from the premises and all necessary permissions in this regard from the local bodies shall be obtained by the contractor. The water / slush / betonies slurry etc. shall not be allowed to be collected at site or to be discharged into public drainage system. The work shall be carried out in such a way that the area is kept clean and tidy without causing any nuisance due to overflowing or spilling of bentonite slurry or any other material all over the place. Nothing extra shall be payable on this account.
- 20.4 If the contractor suffers delays and /or incurs costs on account of delays in giving possession of site from the employer in accordance with sub clause 20.2 and 20.3, the supervisor shall then decide if any extension of time and/ or amount of such costs in accordance with the terms and conditions of the contract and notify the contractor and employer accordingly.
- 21.0 Access to the Site**
- 21.1 The contractor shall allow the supervisor and any person authorized by the supervisor access to the site, to any place where work in connection with the contract is being carried

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out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

## **22.0 Instructions**

22.1 The contractor shall, unless it is legally or physically impossible, execute and complete the works and remedy defects therein in strict accordance with the contract to the satisfaction of the supervisor. The contractor shall comply and adhere to the supervisor's instructions on any matter, whether mentioned in the contract or not, concerning the works. The contractor shall take instructions only from the supervisor (or his delegates).

## **23.0 Settlement of Disputes:**

23.1 If the contractor believes that a decision taken by the supervisor was either outside the authority given to the supervisor by the contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert (also referred to as adjudicator) within 14 days of the notification of the supervisor's such decision.

### **Procedure for Disputes resolution:**

23.2 The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of a dispute.

23.3 Dispute Review Expert shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the employer and the contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Dispute Review Expert written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Expert decision will be final and binding.

## **24.0 Transport of Contractor's equipment:**

The contractor shall specifically notify the employer and the supervisor in case he plans to transport materials, equipment, plant etc. which might induce such loads on roads and bridges en route to site for which the roads and bridges are not designed. In every such case the contractor shall carry out all such strengthening works as may be necessary to ensure the safety of the roads/ bridges. All such works should be approved by the supervisor in writing. The contractor, despite the strengthening measures and written approval by the supervisor, shall be responsible for the safety of the roads and bridges as well as his own plant, materials and equipments.

## **25.0 Opportunities and Facilities for other Contractors:**

### **Opportunities:**

The Contractor shall afford all reasonable opportunities to

- a. Any other contractor and his workmen engaged by the employer
- b. The workmen of the employer

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- c. Workmen of any other agency permitted by the employer to work in or around the site of works.

**Facilities:**

- d. Make available any roads or ways for the maintenance of which the contractor is responsible.
- e. Permit the use of any temporary works or contractors equipment on site. (to be charged wherever applicable).
- f. Provide any other services of whatsoever nature (to be chargeable wherever applicable.)

**26.0 Contractor to keep site clean:**

- 26.1 During the execution of the work, the Contractor shall keep the site clean. All wreckage rubbish, excess materials, temporary works no longer required will be removed from site.

**27.0 Clearance of site on completion:**

The contractor shall clear away and remove all contractor's equipment, surplus materials, rubbish, temporary works of every kind, except those contractor's equipment, surplus materials, rubbish, temporary works that may be required by him during the Defects Liability period and leave the site clean and in a workman like condition to the satisfaction of the supervisor on issue of the Taking Over Certificate.



## **B. Time Control**

### **28.0 Programme**

- 28.1 The contractor should plan the work to be executed round the clock without violating labour and environmental control norms specified by the governing bodies (National, State and Local).
- 28.2 Within the time stated in the Contract Data the contractor shall submit to the supervisor for his consent a programme showing the general methods of construction, arrangements, order, and timing and sequence for all the activities, resource schedules including material, manpower and machinery and equipment scheduling monthly cash flow forecast and any other details the supervisor may require.
- 28.3 If at any time it should appear to the supervisor that the actual progress of works does not confirm to the programme to which consent has been given as per clause 29.2 above, the contractor shall produce, at the request of the supervisor, a revised programme showing modifications to the programme consented to under clause 29.2 above necessary to ensure completion of works within the Time for Completion.
- 28.4 If the contractor fails to submit such a revised programme, the supervisor may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount in all future payments until the date on which the revised program is submitted.
- 28.5 The supervisor's consent to the program shall not relieve the contractor from his duties and responsibilities under the contract.
- 28.6 The supervisor shall monitor the rate of progress of work. In case the supervisor finds that the rate of progress of work is too slow to comply with the Time for completion, he shall notify the contractor who shall thereupon take necessary steps to expedite progress. No extra payments on account of such actions shall be due to the contractor.

### **29.0 Time for completion and Extension/s of Time for completion**

- 29.1 The whole of the works, and if applicable any section of the works required to be completed within a particular time as stated in the contract data, shall be completed within the stipulated time for the whole of the works or the Section (as the case may be) calculated from the Commencement Date, or such extended time as may be allowed under following sub clauses.
- 29.2 The supervisor shall, after due consultation with the employer and contractor, determine the amount of extension of time for completion to which the contractor becomes fairly entitled in the event of
- i. Amount and nature of extra work
  - ii. Any cause of delay referred to in these conditions

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- iii. Exceptionally adverse climatic conditions or any other location site issue.
- iv. Any delay, impediment or prevention by the employer
- v. Other special circumstances which may occur, other than through a default or breach of contract by the contractor

The supervisor shall notify the contractor about all such extension of time with a copy to the employer.

- 29.3 The supervisor shall however not be bound to make any determination unless the contractor
- a. has notified the supervisor within 28 days of occurrence of event
  - b. Has furnished detailed particulars of the extension of time arising out of such an event within 28 days of the issue of notice of occurrence of the event.

### **30.0 Delays Ordered by the Supervisor**

- 30.1 The supervisor may instruct the contractor to delay the start or progress of any activity within the works. These delays shall be suitably compensated for time as well as costs in accordance with the provisions of the contract.

### **31.0 Management Meetings**

- 31.1 Either the supervisor or the contractor may require the other to attend a management meeting. 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.
- 31.2 The supervisor shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the supervisor either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **32.0 Early Warning**

- 32.1 The contractor is to warn the supervisor 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 supervisor may require the contractor 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 contractor as soon as reasonably possible.
- 32.2 The contractor shall cooperate with the supervisor 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 supervisor.

### **33.0 Drawings and contract documents: Deleted**

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## **C. Quality Control**

### **34.0 Quality of Materials, Plant and Workmanship**

34.1 All materials, plant and workmanship shall be:

- a. Of the respective kinds and quality as described in the contract and in accordance with the supervisor's instructions and subject to tests as the supervisor may require at any or all places, such as manufacturers facility, site, during fabrication, preparation etc, as specified in the contract.
- b. The contractor shall provide all assistance required by supervisor for carrying out the tests. Costs of tests are covered by the contractors quoted rates for the works.
- c. All samples shall be provided by the contractor free of costs.

34.2 The supervisor and his personnel shall have access to all locations of work all the time for inspection of work. Contractor shall provide all necessary assistance to the supervisor and his personnel for this at no extra costs. Contractor shall inform before 24 hrs for any inspection/testing.

34.3 On inspection, if the supervisor finds that certain works, materials and/or plant are defective and/or not in accordance with the contract, he shall notify the contractor thereof immediately with his objections and reasons. The contractor shall then promptly make good the defect or remove defective materials, plant from site.

34.4 All work or any part of shall be covered up only after approval of the supervisor in respect of the quality of materials used and workmanship.

34.5 The contractor shall uncover any part of the work or make openings in or through as required by supervisor from time to time for inspection and shall make good such part only after approval of the supervisor to such covered up work.

34.6 In case of default on the part of the contractor in removal and making good of any defective materials, workmanship and/or plant, the employer shall engage another agency to carry out the same at the contractor's risks and costs.

### **35.0 Tests**

- a. If the supervisor instructs the contractor to carry out a test not specified in the specification to check whether any work has any defect or not, contractor shall perform the same and submit the results to the supervisor at contractor's cost.

### **36.0 Correction of Defects during Defects liability period**

- a. The Supervisor shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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- b. Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified by the supervisor's notice.

**37.0 Uncorrected Defects during Defects liability period**

- 37.1 a) If the contractor does not rectify or correct a defect within the time specified in the supervisor's notice, the supervisor will assess the cost of having the defect corrected, and the contractor will bear the costs of such defective work as well as all works carried out over such defective work until the defect is removed to the satisfaction of the supervisor.
- b) Only the Defects Liability Certificate referred to in following clause shall be deemed to constitute the approval of the works.
- c) **Defects Liability Certificate:** The Defects Liability Certificate shall be given by the supervisor to the employer, with a copy to the contractor, within 28 days of the expiry of the Defects Liability Period. The contract shall remain incomplete until issue of the Defects Liability Certificate.
- 37.2 The defects Liability Certificate shall mention clearly that the contractor has completed his obligations to execute and complete the works and remedy defects therein to the satisfaction of the supervisor.
- 37.3 Payment of balance amount of retention money shall not be interlinked with the issuance of the Defects Liability Certificate.
- 37.4 **Unfulfilled obligations:** Despite issuance of the Defects Liability Certificate, the contract between the employer and the contractor shall remain in force in respect of unperformed obligations incurred under the provisions of the contract prior to the issue of the Defects Liability Certificate.

**D. Cost Control****38.0 Bill of Quantities**

- a. The Bill of Quantities shall contain items for the construction, installation, testing, maintenance and commissioning work to be done by the contractor.
- b. The quantities stated in The Bill of Quantities are estimated quantities. The contractor shall be paid only quantities calculated after taking measurements of executed work. The rate stated in the Bill of Quantities for each item of work shall apply. The works shall be measured by the contractor jointly with the authorised representative of the supervisor and all particulars required by the representative of the supervisor shall be supplied by the contractor.
- c. The work shall be **measured net**. No allowance for general or local custom, working space etc. is to be made.
- d. In case of items with lump sum prices, the contractor shall provide and get approved from the Supervisor's Representative, a breakup of the cost in various stages of completion of each item. Payment for such items in parts according to the stage completed shall be effected by the Supervisor's Representative through his Interim Payment Certificates.

**39.0 Variations**

39.1 The Supervisor shall make any variation of form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the contractor to do and the contractor shall do any of the following:

- Increase or decrease the quantity of any work included in the contract,
- Omit any such work,
- Change the character or quality or kind of any such work,
- Execute additional work of any kind necessary for the completion of the Works or
- Change any specified sequence or timing of construction of any part of work.

No such variation shall in any way vitiate or invalidate the contract, but the effects, if any, of all such variations shall be valued in accordance with the following sub clauses. Provided that where the issue of an instruction to vary the works is necessitated by some default or breach of contract by contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the contractor.

39.2 The contractor shall not make any such variation without an instruction of the supervisor. No instruction is required for quantities varying from those provided for the items in the contract bill of quantities.

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**40.0 Valuation of Variations**

- a. The basis for the valuation of variations for addition to the contract price shall be as follows in the same order of priority.
- b. Contract unit rates for individual items shall apply to varied quantities where there is a quantity variation.
- c. In case of other types of variations following procedure shall apply.
  - If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the contract shall be used as a basis for valuation so far as may be reasonable.
  - Suitable rates or prices shall be agreed upon between the supervisor and the contractor after due consultations among the employer, the supervisor and the contractor.
  - The material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads and the contractors profit.
  - The overheads shall be taken at 3 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment and the cost of all temporary and incidental works.
  - The contractors profit shall be taken at 10 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads.
- d. In the event of disagreement, the supervisor shall fix such rates and prices as are, in his opinion appropriate and shall notify the contractor accordingly with a copy to the employer.
- e. The supervisor shall determine provisional rates and prices to enable on account payments to be included in the Interim Payment Certificates, until rates and prices are agreed as final by the employer, the contractor and the supervisor.
- f. The supervisor shall have the power to vary the rates or prices of all such items contained in the contract, if the nature or amount of any varied work relative to the nature or amount of the whole of the Work or part thereof, is such that, in the opinion of the supervisor, the rate or price contained in the contract, by reason of such varied work, is inappropriate or inapplicable. Then after due consultation with the employer and the contractor, the supervisor shall vary the rates or prices of such items of work.
- g. No valuation of varied works in accordance with above clauses 40.1, 40.2 and 41 is allowed unless the contractor gives his notice to claim or the supervisor gives his notice to vary the rates or prices to the other party (the contractor or the

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supervisor) within 14 days of the issue of instructions to vary in accordance with clause 40.

- h. The contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.
- i. If, on the issue of the Taking Over Certificate for the Whole of the Work, it is found that as a result of: A. all varied works and B. Day works and C. adjustment of price in accordance with the price escalation clauses of this contract, but not from any other cause, there have been additions to or deductions from the contract price which taken together are in excess of 15% of the Effective Contract Price ( Contract Price + Day works allowance) then and in such event there shall be added to or deducted from the Contract sum such further sum as may be agreed between the supervisor and the contractor after due consultation with the employer and the contractor by the supervisor. These further sums shall be decided considering:
- Contractor's general site and overhead costs.
  - Amount by which the additions or deductions from the contract price shall be in excess of 15 % of the Effective Contract Price.

In case of disagreement in determination of the further sum, the supervisor shall determine this amount and his determination shall be binding on the contractor and the employer. Contract price for the purposes of this clause shall mean the price at the time of award of the contract plus all admissible price variation calculated in accordance with sub clause 47.

j. Day works :

The supervisor may, if in his opinion it is necessary or desirable, issue an instruction that any varied work shall be executed on day work basis. The contractor shall then be paid for such varied work under the terms set out in the day work schedules included in the contract and at the rates and prices affixed to thereto by him in his bid.

Unless authorised and certified on a day to day basis by the supervisor in writing, no payments shall be allowed to the contractor.

**41.0 Cash flow forecasts**

- a. The contractor shall, within 21 days of the date of the letter of acceptance provide to the supervisor for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the contractor will be entitled under the Contract.
- b. The estimates shall be revised and submitted by the contractor every quarter of each year if need arises due to various reasons.

**42.0 Payment Certificates**

42.1 The contractor shall submit to the supervisor a monthly statement after the end of each calendar month in three hard copies and three soft copies on CDs or Pen drive or PDF format mail each signed by the contractors authorised representative in such form as the supervisor may prescribe from time to time. The Monthly Statement shall state:

- The amount to which the contractor is entitled.
  - The value of the permanent works executed.
  - Other sums such as secured advance payments, day works payments, price escalation payments, and mobilisation advance.
  - Any other sums to which the contractor may consider himself entitled.
- a. No payment shall be recommended by the supervisor through Interim Payment Certificate until he is fully satisfied that
    - The contractor has paid the security deposit to the employer.
    - All premiums towards the various insurance policies taken by the contractor in accordance with these General Conditions of Contract are paid.
    - Contractor must obtain labour licence and get it renewed from time to time and submit copy to SRFDCL.
    - Along with bill following documents are required to be submitted.
      1. Attendance register
      2. Wage register
      3. PF challan along with payment receipt
      4. ESIC payment receipt
      5. Professional tax payment receipt
  - b. The supervisor may by any Interim Payment Certificate or in any subsequent Interim Payment Certificate make any correction or modification in any previous

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Interim Payment Certificate which shall have been issued by him and shall have authority, if any work is not carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

- c. **Statement at Completion:** No later than 84 days after the issue of the Taking Over Certificate in respect of the whole of the Works, the contractor shall submit 3 hard copies and 3 soft copies in the form of CDs to the supervisor of a Statement of Completion with supporting documents (such as measurements, approvals, records related to materials, test data etc.) showing in details, in the form approved by the supervisor
- The final value of all work done in accordance with the Contract up to date stated in the Taking Over Certificate
  - Any further sums to which the contractor considers himself due.
  - Price escalation amounts
  - Variations amounts.
  - Any other amounts, which the contractor considers, will become due to him under the contract to be shown in a separate statement.

The supervisor shall issue a Certificate of Payment after scrutiny in a similar manner as that for the Monthly Statements as described in clause 43.1a above.

- d. **Final Statement:** The contractor shall submit to the supervisor within 56 days of the issue of Defects Liability Certificate pursuant to clause. 38.1b, in three hard copies and three soft copies in the form of CDs, a draft Final Statement with supporting documents (such as measurements, approvals, records related to materials, test data etc.) showing in details, in the form approved by the supervisor
- i. The value of all work done in accordance with contract including variations
  - ii. Any further sums which contractor considers being due to him under the contract or otherwise.

If the supervisor disagrees with or cannot verify any part of the draft final statement, the contractor shall submit such further information as the supervisor may reasonably require and shall make such changes in the draft as may be agreed between them. The contractor shall then prepare and submit to the supervisor the Final Statement as agreed.

If a dispute exists between the supervisor and the contractor for any part of the draft final statement, such part shall be dealt with in accordance with the procedure laid down in clause 23 of these General Conditions of Contract. The supervisor shall deliver to the employer an Interim Payment Certificate for the agreed parts of the draft final statement.

- e. **Discharge:** Upon submission of the Final Statement, the contractor shall give to the employer with a copy to the supervisor, a written discharge confirming that the

total of the Final Statement represents full and final settlement of all monies due to the contractor arising out of or in respect of the contract. Such discharge shall become effective after:

- Payment is made against Final Payment Certificate.
  - Performance security amount / bank guarantee is returned to the contractor.
- f. **Final Payment Certificate:** The supervisor shall issue the final payment certificate to the employer with a copy to the contractor within 28 days after receipt of the final statement and the written discharge.
- g. The amount which, in the opinion of the supervisor, is finally due under the contract.
- h. After giving the credit to the employer for all amounts previously paid by the employer and for all sums to which the employer is entitled in accordance with clause 49 (Liquidated damages) of these Conditions of the Contract, the balance if any due from the employer to the contractor or vice versa as the case may be.
- 42.2 **Cessation of Employers liability:** The employer shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or execution of the works, unless the contractor shall have included a claim in respect thereof in his Final Statement and in the Statement of Completion

### 43.0 Payments

43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The employer shall pay the contractor the amounts certified by the supervisor

- Within 20 days of the date of issue of each Interim payment certificate
- Within 28 days of the date of issue of the Certificate on Completion
- Within 56 days of the date of the final payment certificate
- No payment of interest shall be made to the contractor for delayed payment if any.

If an amount certified is increased in a later date certificate due to corrections in previous certificates or as a result of an award from disputes review experts, contractor shall be paid such amount only. The contractor shall not be paid any interest upon such delayed payment.

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.

43.2 All payments shall be made in Ahmedabad.

43.3 Advance payments towards mobilisation shall not be released in the absence of security as required by the employer.

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**44.0 Taxes and duties**

The rates quoted by the contractor shall be deemed to be inclusive of all the prevailing taxes and duties of the Central, State and Local Governing bodies prevailing on the date of award of the contract. The contractor will have to pay all such taxes and duties for the performance of this contract. The employer will deduct from the contractors monthly and other payments all taxes and duties, which he is bound to recover in accordance with the applicable law.

The contractor shall keep himself fully informed of all acts and laws of the Central & State and local Governing bodies, all orders, decrees of bodies, tribunals having any jurisdiction or authority which in any manner affect those engaged or employed and anything related to carrying out the work. All the by-laws lay down by AMC/AUDA and any other local bodies while executing the work shall be adhered to. All taxes local bodies shall be borne by the contractor. The contractor shall arrange to give all notices required by any authority and to pay to such authority all the fees that may have to be paid for the material, plants, equipments etc. The contractor shall also adhere to all traffic restrictions notified by the local authorities. He shall protect and indemnify the Owner and its officials & employees against any claim or liability arising out of violations of any such laws, ordinances, orders, decree, whether by himself or by his employees or his authorised representatives.

**45.0 Currencies**

All payments shall be made in Indian Rupees.

**45.1 Price adjustment**

The Price adjustment is not applicable.

**46.0 Price Variation**

The contract price variation shall be adjusted by making additions or deductions as per details given in the following sub clauses. Additions shall be effected in case of rise over the base prices. Deductions shall be effected in case of fall below base price. Following items shall be included under this clause.

Price variations in case of all other items shall be deemed to have been included in the quoted rates.

**47.0 Force Majeure**

Neither Party shall be liable to the other Party or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Agreement, if the delay or failure is due to any Force Majeure.

For the purpose of the Agreement, "Force Majeure" is any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defence authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal

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waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other pandemic or epidemic quarantine, lock down, global, national or regional emergencies, acts of war, acts of terrorism or sabotage, destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or Government Authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

#### **48.0 Liquidated Damages**

48.1 If the contractor fails to complete the works within the Time for Completion as stipulated in the bid documents and the contract data, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty which is for relevant date for completion and the date stated in the taking over certificate of the whole of the works in the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor and/or security in the form of Bank Guarantee. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

48.2 If, before the Time for Completion of the whole of the Works or, if applicable, any mile stone, a Taking - Over Certificate has been issued for any part of the Works or of a mile stone, the liquidated damages for delay in completion of the remainder of the Works or of that mile stone shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or mile stone, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

48.3 The contractor shall pay liquidated damages to the employer as stated in the Contract Data for the Completion Date is later than the due date of Completion (for the whole of the works as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The employer may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

48.4 If the Completion Date is extended after liquidated damages have been paid, the supervisor shall correct any overpayment of liquidated damages to the contractor by adjusting the next payment certificate.

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**49.0 Advance Payment**

- 49.1 The employer shall make interest free advance payment to the contractor of the amounts stated in the Contract Data, against submission of an Unconditional Bank Guarantee in a form and by a bank acceptable to the employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amount repaid by the contractor. Interest will not be charged on the advance payment.
- 49.2 The contractor is to use the advance payment only to pay for equipment, plant and mobilization expenses required specifically for execution of the Works. The contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the supervisor.
- 49.3 The advance payment shall be recovered as mentioned in Contract Data.
- 49.4 Secured Advance:  
The employer shall make advance payment in respect of non-perishable materials intended for but not yet incorporated in the works in accordance with conditions stipulated in the Contract Data.

**50.0 Securities**

- 50.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

**51.0 Cost of Repairs**

- 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

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## **E. Finishing the Contract**

### **52.0 Completion**

52.1 The contractor shall request the supervisor to issue a Certificate of Completion of the works and the supervisor will do so upon deciding that the work is completed.

### **53.0 Taking Over**

53.1 When the whole of the works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the contract, the contractor may give a notice to that effect to the supervisor, with a copy to the employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the contractor for the supervisor to issue a Taking over Certificate in respect of the works. The supervisor shall, within 21 days of the delivery of such a notice, either issue to the contractor with a copy to the employer, a Taking over Certificate, stating the date on which, in his opinion, the works were substantially completed in accordance with the contract, or give instructions in writing to the contractor, specifying all the work which, in the supervisor's opinion, is required to be done by the contractor before the issue of such certificate. The supervisor shall also notify the contractor of any defects in the works affecting substantial completion that may appear after the instruction and before completion of the works specified therein. The contractor shall be entitled to receive such taking over certificate within 21 days of completion, to the satisfaction of the supervisor, of the works so specified and remedying any defects so notified.

#### **53.2 Taking over of sections or parts:**

Similarly, in accordance with the procedure set out in the sub clause 54.1, the contractor may request and the supervisor shall issue a Taking over Certificate in respect of:

53.2.1 Any section in respect of which a separate Time for Completion is provided in the Contract data,

53.2.2 Any substantial part of the permanent works, which has been both completed to the satisfaction of the supervisor and, otherwise than provided for in the contract, occupied or used by the employer, or

53.2.3 Any part of the permanent works, which the employer has elected to occupy or use prior to completion.

The contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of Permanent Works during the Defects Liability Period.

#### **53.3 Surfaces requiring reinstatement:**

Any ground or surface requiring reinstatement at the time of issue of Taking over Certificate for the whole of the works shall be reinstated by the contractor without any

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extra costs even of the supervisor has issued a Taking over Certificate in respect of section or part work wherein is included such ground or surface requiring reinstatement.

#### 53.4 Defects Liability:

53.4.1 "Defects Liability Period " as stated in the contract data means the period calculated from:

- i. The date of completion of the works certified by the supervisor in accordance with Clause 54.1 and its sub clauses of these Conditions of Contract.
- ii. The respective dates in case different dates of completion of the part works are certified by the supervisor.

53.4.2 Completion of outstanding work and remedying defects:

- b. The contractor shall complete the outstanding work with due diligence all such work as listed by the supervisor at the time of issue of "Taking over Certificate" and also
- c. Execute all such work of amendment, reconstruction and remedying defects, shrinkages or other faults as the supervisor may, during the Defects Liability period or within 14 days of its expiration, as a result of an inspection made by or on behalf of the supervisor, prior to its expiration, instruct the contractor to execute.

53.4.3 Costs of remedying defects:

Costs of all works referred to in clause 54.4.2 above shall be borne by the contractor, unless otherwise expressly stated in the contract.

#### 54.0 Claims:

54.1 Notice of claims:

Notwithstanding any other provision of the contract, if the contractor intends to claim any additional payment pursuant to any clause of these conditions or otherwise, he shall give notice of his intention to the supervisor, with a copy to the employer, within 28 days after the event giving rise to the claim has first arisen.

54.2 Contemporary records:

Upon the happening of the event referred to in sub clause 55.1 the contractor shall keep such contemporary records as may reasonably necessary to support any claim he may subsequently wish to make. Without necessarily admitting to employer's liability, the supervisor shall, on receipt of a notice under sub clause 55.1 inspect such contemporary records and may instruct the contractor to keep any further contemporary records as are reasonably and may be material to the claim of which notice has been given. The contractor shall permit the supervisor to inspect all records kept pursuant to this sub clause and shall supply to him copies thereof as and when the supervisor so instructs.

**54.3 Substantiation of claims:**

Within 28 days or such other reasonable time as may be agreed by the supervisor, of giving notice under sub clause 55.1 the contractor shall send to the supervisor an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the contractor shall, at such intervals as the supervisor may reasonably require, send further interim accounts giving the accumulated amounts of the claim and any further grounds on which it is based. In cases where interim accounts are sent to the supervisor, the contractor shall send a final account within 28 days of the end of the effects resulting from the event.

**54.4 Failure to comply:**

If the contractor fails to comply with any of the provisions of sub clauses 55.1, 55.2, 55.3 above, in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the supervisor or any arbitrator or arbitrators appointed pursuant to sub clause 23.3 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the notice of the supervisor as required under sub clause 55.2 and 55.3)

**54.5 Payment of claims:**

The contractor shall be entitled to have included in any interim payment certified by the supervisor pursuant to clause 55 such amount in respect of any claim as the supervisor, after due consultation with the employer and the contractor, may consider due to the contractor provided that the contractor has supplied sufficient particulars to enable the supervisor to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the supervisor. The supervisor shall notify the contractor of any determination made under this sub clause, with a copy to the employer.

**55.0 Operating and Maintenance Manuals**

55.1 If "as built" drawings and/or operating and maintenance manuals are required, the contractor shall supply them.

**56.0 Termination**

56.1 The employer or the contractor may terminate the contract if the other party causes a fundamental breach of the contract.

56.2 Fundamental breaches of contract include, but shall not be limited to the following:

- (a) the contractor stops work for 14 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the supervisor;

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- (b) the supervisor instructs the contractor to delay the progress of the works and the instruction is not withdrawn within 28 days.
  - (c) the employer or the contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the supervisor is not paid by the employer to the contractor within 90 days of the date of the supervisor's certificate.
  - (e) the supervisor gives notice that failure to correct a particular Defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the supervisor;
  - (f) the contractor does not maintain a security which is required;
  - (g) the contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages becomes payable as defined in the contract data;
  - (h) if the contractor, in the judgement of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
  - (i) 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 misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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."
- 56.3 When either party to the contract gives notice of a breach of contract to the supervisor for a cause other than those listed above, the supervisor shall decide whether the breach is fundamental or not.
- 56.4 Notwithstanding the above, the employer may terminate the contract for convenience.
- 56.5 If access to site not available, contractor has to follow instruction given by authority of Sabarmati Riverfront Development Corporation Limited. If the contractor disagrees with the instruction given by authority the employer has right to terminate contract.
- 56.6 If the contract is terminated the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible and handover the site to the employer including all materials and plant and equipment existing there upon.

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**57.0 Payment upon Termination**

- 57.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the supervisor 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 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 contract data. Additional Liquidated Damages shall not apply. If the total amount due to the employer exceeds any payment due to the contractor the difference shall be a debt payable to the employer.
- 57.2 If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the supervisor shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site the reasonable cost of removal of equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor'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 taxes due to be deducted at source as per applicable law.

**58.0 Default of Contractor:**

- 58.1 If the contractor enters into voluntary or involuntary bankruptcy, liquidation or dissolution or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to execute the contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator appointed over any substantial part of his assets, or if, under any law or regulations relating to reorganisation, arrangement or readjustment of debts, proceedings are commenced against the contractor or resolution passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the contractor's assets, or if any act is done, or event occurs with respect to the contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the contractor has contravened the sub clause regarding assignment and subletting or has an execution levied on his goods, or if the supervisor certifies to the employer with a copy to the contractor, that , in his opinion, the contractor:
- a. has repudiated the contract,
  - b. without reasonable excuse has failed
    - i. to commence the works in accordance with sub clause 17.1 or
    - ii. to proceed with the works, or any section thereof, within 28 days after receiving notice pursuant to sub clause 29.3 and 29.4,
    - iii. to comply with a notice issued pursuant to sub clause 37 within 28 days after having received it, or an instruction issued pursuant to sub clause 38 despite

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previous warning from the supervisor, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the contract or,

- iv. has contravened sub clause regarding sub contracting,

then the employer may, after giving 14 days notice to the contractor, enter upon the site and the works, and terminate the employment of the contractor without thereby releasing the contractor from any of his obligations or liabilities under the contract, or affecting the rights and authorities conferred on the employer or the supervisor by the contract, and may complete the works, or employ any other contractor to complete the works. The employer or such other contractor may use the contractor's equipment, temporary works or material as he or they may think proper.

- 58.2 Assignment of benefit of agreement: Unless prohibited by law, the contractor shall, if so instructed by the supervisor, within 14 days of such entry and termination referred to in clause 59.1 above assign to the employer the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the contract, which the contractor may have entered into.

**59.0 Release from Performance due to Contractors default**

- 59.1 If the contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the employer or the contractor, the supervisor shall certify that the contract has been frustrated. The contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

**F. General Description and Scope of Work****60.0 Works & Site Conditions****60.1 Location of the work and approach:**

The Sabarmati River Front Development Corporation Limited has undertaken the project of developing the Sabarmati River Banks in Ahmedabad City extending from up stream of West side near Vasna Barrage. The total area to be developed at this site is approximately 60500 sq.mtr.

This work is a part of the above stated project. For Maintenance & Up gradation of Flower Park. The contractor has to work simultaneously to be carried out in co-ordination with existing ongoing work.

If access to site is not available due to any litigation, any other situation. Than the contractor has to work according to direction given by authority of Sabarmati Riverfront Development Corporation Limited. If further approach is needed the contractor shall construct the same at his own cost with a prior permission of concern authority.

**61.0 Marketing Centres**

Nearest marketing centres for daily necessity situated near the work site is at about 2 km. away.

**62.0 Housing, Water Supply and Drainage etc.**

Housing accommodation on hire is likely to be available in this area around the site. The contractor has to make his own arrangements for the housing of labourers. The land required for stacking of materials, site office may be available after approval. However, the area shall under possession of the employer if land is not available, the contractor shall make his own arrangement. The entire land shall be returned to the employer in good condition after the completion of the work or even early for the requirement of Sabarmati Riverfront Development Corporation Limited.

Water Supply for drinking purposes and construction purpose at the site shall also have to be arranged by the contractor at his own cost as may be required. The water can be available by drilling bore hole.

**63.0 Facilities**

Nearest Railway Stations of Ahmedabad and Bus Services of BRTS (Chandranagar BRTS) and AMTS are also up to 2 km from site. A post office is also available at Vasna.

The nearest airport is Ahmedabad International Airport at a distance of about 15.0 km from site.

**64.0 Materials****64.1 All materials plant and equipment and workmanship shall be:****Signature of Bidder**

- a) of the respective kinds described in the contract and in accordance with the supervisor's instructions and
- b) Subjected from time to time such tests as the supervisor may require at place of manufacture, fabrication or preparation, or on the site OR at such other place or places as may be specified in the contract or at all or any of such places.
- 64.2 All contractor's materials, plant, machinery and equipment shall be deemed to have been exclusively brought to site for the execution of the works and shall not be removed from site without the consent of the supervisor. No such consent is required for equipment used exclusively for the transportation of materials, labour, plant and machinery.
- 64.3 Employer shall not be liable for damage to contractor's equipment at any time unless otherwise expressly stated in the contract.
- 64.4 The contractor shall not bring on the site any hired contractors equipment unless there is an agreement for the hire thereof which contains a provision that the owner will hire such contractors hired equipment to the employer in the event of the termination of the contract between the employer and the contractor. The terms of hire in such case will be same as that between the owner and the contractor in all respects when the contract was in force. Moreover, the employer shall be authorised to allow other contractors to use such hired equipment without any objections from the owner.
- 64.5 The costs of hire by the employer of the contractors hired plant and equipment as detailed in clause 61.4 above shall be properly paid by the employer to the owner of the plant, machinery and equipment.
- 64.6 The provisions of the sub clauses 67.2, 67.3, 67.4 and 67.5 shall be applicable to the sub contractors appointed by the contractor in accordance with this contract.
- 64.7 All the above sub clauses 67.2, 67.3, 67.4, 67.5 and 67.6 do not in any way imply approval to any kind of materials used in the works.
- 64.8 All samples shall be supplied and tested by the contractor at his own cost.
- 64.9 The cost of all tests shall be borne by the contractor except the tests that are required by the supervisor are clearly beyond the contractor's obligations of proving the quality and workmanship standards of all materials, equipment, plants and works. The supervisor shall determine the costs and time effects of such tests that are not a part of the contractor's obligations.
- 64.10 The contractor will have to make his own arrangement for plants, equipments, and machinery to be used in the execution of this work well in time after award of the contract and as per work program given by him.
- 64.11 Contractor shall give supervisor a 24 hours notice for inspection of works or witnessing of test. The contractor shall proceed with the works or tests in case the supervisor does not attend. Such tests and shall be deemed to have been carried out in the presence of the supervisor.

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- 64.12 The supervisor may reject such material, plant, part of the works which are defective and/ or otherwise not in accordance with the contract and notify the contractor. The notice shall state the supervisor's objections and reasons. The contractor shall then promptly rectify the defect or ensure that rejected materials or plant are not used in the works. In case the contractor wishes to retest such materials, plant or works declared defective by the supervisor, he has to bear the time and cost effects of such retests as mutually agreed with the employer in consultation with the supervisor.
- 64.13 The contractor shall have to make his own arrangement to get the power supply from concerned electric authority. If require, the costs of electrical charges are to be borne by contractor.

### **65.0 Labour Employment**

- 65.1 Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and their payment, housing, feeding and transport. SRFDCL will not be liable or responsible for any such payment.
- 65.2 Be it clean that SRFDCL and your staff will not have any employer – employee relationship.
- 65.3 Contractor shall furnish the supervisor every week during the progress of the works, classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labour shall be given in the prescribed form.

The contractor shall strictly follow all the requirements laid down in the contract labour (Regulation and Abolition) Act, 1979 and the contract labour (Regulation and Abolition) (Gujarat) Rules, 1972 and other acts as amended from time to time so far as applicable from time to time.

The contractor, if directed by the supervisor shall increase or decrease the strength of the labour both skilled and unskilled required for the work. The contractor shall also furnish the following returns:

- a) A report of any accident, which may have occurred, within 24 hours of its occurrence.
- b) To maintain hygienic condition in labour camp and construction site as per the rules and regulation of authority and health department.
- c) Accident reports within 24 hours of occurrence of each accident.

The contractor shall

- d) Not import, sell give or barter alcoholic liquor or drugs.
- e) Not import, sell give or barter arms and ammunition.

**Signature of Bidder**

**66.0 Program Through Net Work Technique**

66.1 The contractor shall furnish a complete Bar Chart considering all activities right from the award of work to mobilisation at site, procurement of materials, machinery's / equipments/ labour etc. for completion of the work in all respects and get it approved from the supervisor, latest within two weeks after issue of notice to proceed with work. This shall form part of the contract agreement. This program will be reviewed by the supervisor, in consultation with the contractor every month to assess the shortfall and to decide actions to be taken.

66.2 The contractor shall further abide by the following instruction:

- a) The contractor shall cooperate fully for clarifying or evaluating schedule and also for ensuring control or monitoring the progress of the work, as per approved schedule from time to time.
- b) The contractor shall endeavour to minimise revision of the program as far as possible after the work gets into the construction.
- c) The contractor shall immediately inform the supervisor whenever there is or there is likely to be, any change in his schedule.
- d) In case of a schedule slippage due to the contractor's inability to perform as contracted, the contractor shall immediately take such action as may be necessary to bring back his work to schedule without additional cost to the client, either by employing over time operations, increasing the number of shifts, capacity of equipments etc. or as directed by the supervisor.

**67.0 Foreign Exchange Requirement**

It should be clearly understood that no foreign exchange sanction would be made available for either purchase of equipments, plants, machinery's, material of any kind or any other thing, required for execution of the work. It should also be clearly understood that no request for importing equipments, materials, plants, etc. that may be required in carrying out the work shall be entertained.

**68.0 Relation with Public Authorities**

The contractor shall comply with all obligations arising out of legal orders and directions that may be given to him from time to time, by any local or public authorities and shall pay out of his own money, all charges becoming payable to such authorities. He shall co-ordinate his activities during execution, with all agencies including Sabarmati Riverfront Development Corporation Limited, Design Consultants, Construction Management Consultants, agencies like Torrent, AMC (Ahmedabad Municipal Corporation), AUDA (Ahmedabad Urban Development Authority), Government of Gujarat, Ahmedabad Telephones and their representatives without any dispute.

**Signature of Bidder**

**69.0 Register to be Maintained****69.1 Inspection Records and Registers:**

The contractor/s shall maintain accurate records, plans and charts shows the dates and progress of all main operations and the supervisor shall have access to this information at all reasonable times. Records of tests made shall be handed over to the supervisor after carrying out the tests.

**69.2 Site Order Register:**

The contractor/s shall promptly acknowledge and note by signing in the register the orders given in Site Order Register by the supervisor or his representative or his superior officers and comply with them. The contractor/s shall report the compliance to the supervisor within reasonable time so that it can be checked.

**69.3 Labour Register:**

This register will be maintained to show daily strength of labour in different categories employed by the contractor/s. The contractor has to maintain for the payment made with the labours. The payment is to be made as per minimum wages act for all the labours also note, if there is any increase in pay government in the act, contractor must follow the rules and regulations.

**69.4 Any other register considered necessary by the supervisor shall be maintained at site in which the representative to the supervisor and the contractor/s will have to sign. All registers, program, charts etc. will be the property of the Sabarmati Riverfront Development Corporation Limited.****69.5 The contractor shall further abide by the following instructions:**

**69.5.1** Soon after receipt of work order awarding the contract, the contractor for all purposes connected with the execution of work, shall immediately make his own arrangements for obtaining electricity supply and required supply of water in such quantity and of such quality at such places on the work as may be necessary, by paying charges to the authorities supplying the same after completing all formal procedures as may be required as per the rules with them. The rates quoted in the tender are for completed items of work and shall cover cost of water and electricity as aforesaid. Water for drinking purposes for labourers etc. shall also have to be arranged by the contractor at his own cost. No cost shall be borne by client on this account. Sabarmati Riverfront Development Corporation Limited shall not be responsible in any way for this purpose. However, the tenderer will be given all possible assistance in the procurement of these requirements but no assurance can be given by Sabarmati Riverfront Development Corporation Limited.

**69.5.2** The bidder must clearly understand that the rates quoted are for completed items of work and as such includes all costs associated with labour, materials, wastage if any, scaffoldings, plants, equipments, supervision, survey works, power, water., sales tax /

**Signature of Bidder**



income tax, and other taxes including turn over work tax, duties and any other requirements contingent upon and needed to carry out the construction. The income tax will be deducted from the running account bill as per rules.

69.5.3 No claim by the contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of technical interpretations of conditions or any such matter or otherwise on the ground of any allegation of fact that incorrect information was given to him in the tender or by any person, whether in the employment of the client or consultant or of the failure on his part, to obtain correct information. The bidder shall not be relieved of any risks or obligations imposed upon or undertaken by him, under the contract, or any such ground or on the ground that he did not or could not foresee any matter, which may in fact, affect or have affected the execution of the work.

69.5.4 **Court Jurisdiction**

In case of any disputes, court jurisdiction of Ahmedabad will be final.

**70.0 Equipment and Accessories**

70.1 Equipment and its operations shall be all times to subject to approval of the supervisor:

The contractor shall provide all the equipments and any other ancillary equipment, required for checking the performance by the supervisor to his satisfaction. The contractor shall make such adjustment, replace or replacement as may be necessary to meet the requirement of progress to the satisfaction of supervisor.

70.2 General Guidelines:

Vibrations and noise produced during work should not have any damaging effect on the people and existing structures. Consideration shall be given in selection of equipment when they are required to work on a site with restricted space or head room.

70.3 Compliance with statutes and regulations:

70.4 The contractor shall comply with all statutes, regulations, laws and bylaws, ordinances of the Central and State Governments and local governing bodies.

70.5 The contractor shall keep the employer indemnified against all penalties and liability of every kind for breach of any such statutes, ordinances and laws. The employer shall be responsible for the permissions required for the works to proceed.

**71.0 Patent rights**

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or protected rights in respect of contractor's equipment, material or plant used for or in connection with incorporation in the works.

**72.0 Royalties**

**Signature of Bidder**

The contractor shall pay all royalties, rent and other payments or compensation if any for getting construction materials required for the works, however same will not be reimbursed.

### **73.0 Urgent Remedial work:**

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the works, or any part thereof, either during the execution of the works, or during defects liability period, any remedial or other work is, in the opinion of the supervisor, urgently necessary for the safety of the works and the contractor is unable or unwilling at once to do such work, the employer shall be entitled to employ and pay other persons to carry out such work as the supervisor may consider necessary. If the work or repair so done by the employer is work which in the opinion of the supervisor, the contractor was liable to do at his own cost under the contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the employer and the contractor, be determined by the supervisor and shall be recoverable by the employer from the contractor, and may be deducted by the employer from any monies due or to become due to the contractor and the supervisor shall notify the contractor accordingly, with a copy to the employer. Provided that the supervisor shall, as soon after the occurrence of emergency as may be reasonably practicable, notify the contractor thereof.

### **74.0 Special Risks:**

74.1 The contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in sub clause 77.5 whether by way of indemnity or otherwise, for or in respect of:

74.2 Destruction or damage to work, except defective works to be removed and rectified, prior to the occurrence of the said special risks.

74.3 Destruction of or damage to property, whether of the employer or third parties or Injury or loss of life, not caused by negligence of the contractor and even after following all the safety norms by the contractor.

74.4 The special risks are as defined in sub clause 11.1 of these conditions. Destruction caused by a projectile, missile or bomb is also included in special risks.

74.5 The contractor shall be entitled to payment in accordance with the contract on account of damages covered under special risks as stated in clause 77.1 and 77.2 for any permanent work executed and for any material or plant so destroyed or damaged as required by the supervisor or as necessary for the completion of the works. The payment shall be for

- i. Rectifying any such destruction or damage to works
- ii. Replacing or rectifying such materials or contractor's equipment.

And the supervisor shall determine an addition to the contract price in accordance to the sub clause 41 of these conditions, and shall notify the contractor accordingly with a copy to the employer.

**Signature of Bidder**

- 74.6 The contractor shall inform by giving notice to the supervisor with a copy to employer, as soon as events covered by special risks occur and the cost implications of these.
- 74.7 The contractor shall use his best endeavours to complete the execution of works in the event of outbreak of war in any part of the world.
- 74.8 In case the employer chooses to terminate the contract on account of the outbreak of war, the contractor shall remove his plant and machinery from site diligently. Similar facility shall be extended to the sub contractors.
- 74.9 In the event of termination of contract on account of outbreak of war, the contractor shall be entitled to payment towards the following items apart from other payments due as per conditions of contract
- 74.10 Sum being the amount of any expenditure reasonably incurred by the contractor, in the expectation of completing the whole of the works, in so far as such expenditure has not been covered by any other payments.
- 74.11 Proportionate demobilisation costs towards manpower and machinery and plant.

**75.0 Release from performance**

If any circumstances outside the control of both the parties arises after the issue of the Letter of Acceptance which renders it impossible or unlawful for either or both parties to fulfil his or their contractual obligations, or under the law governing the contract, the parties are released from further performance, then the parties shall be discharged from the contract, except as to their rights under this clause and sub clause 23 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the employer to the contractor in respect of the work executed shall be the same as that which would have been payable under clause 77 if the contract had been terminated under the provisions of clause 77

**76.0 Changes in Cost and Legislation**

- 76.1 There shall be no addition or deduction from the contract price due to changes to any National or State Statute, Ordinance, Decree, Law, Regulation or By-law. The adjustment to contract price affected under various sub clauses detailed in clause 41 shall be deemed to cover such costs.

**SECTION III  
CONTRACT DATA**

Signature of Bidder

## Contract Data

The Employer is  
Sabarmati River Front Development Corporation Limited.  
Address: 2<sup>nd</sup> Floor, "Riverfront House", Behind H.K. Arts College,  
Between Gandhi & Nehru Bridge, Puja Pramukh Swami Marg  
(Riverfront-west), Ahmedabad-380007. Phone: 3294 9817

Name of authorised Representative of Employer:  
Executive Director, Sabarmati Riverfront Development Corporation Limited

The Dispute Review Expert appointed jointly by the employer and contractors: (Will be intimated later)

The Start Date shall be 15 days from the date of issue of the Letter of acceptance.

The Completion Period for the whole of the Works shall be **5 Years** after the start date.  
[60 Months Maintenance]

Defect Liability Period: NIL

The Site is located in Ahmedabad City (kindly refer clause no.61.1)

### **MAINTENANCE AND UP GRADATION OF RIVER FRONT FLOWER PARK AT SABARMATI RIVER FRONT DEVELOPMENT PROJECT AREA**

The following document also form part of the contract:

Invitation for Bids

Instruction to Bidders

Pre-qualification Information, and other forms

The final accepted bid of the bidder after modifications, changes, additions and alterations after mutual agreement with employer.

General Conditions of Contract

Contract Data

Technical Specifications

Form of bid

Bill of Quantities

Drawings, if any.

Documents to be furnished by bidder

The law which applies to the contract is the law of Union of India

The language of the contract document is English

Subcontracting is allowed only with prior permission from supervisor / employer.

The Schedule of Other Contractors': Nil

The Schedule of Key Personnel as specified.

**Signature of Tenderer**

The minimum insurance cover for physical property, injury and death is Rs. 5 lacs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always, up to expiry of defect liability period.

The Site Possession Date shall be the immediate next day on award of work

Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (To be intimated later)

Appointing Authority for the Dispute Review Expert - The Executive Director, Sabarmati Riverfront Development Corporation Limited

The period for submission of the programme for approval of supervisor shall be 15 days from the issue of Letter of Acceptance.

The following events shall not be compensated on any account:  
Contractor should make its own assessment for the following aspects before bidding.

Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.

River may have standing water for long periods.

- (i) Removal of underground utilities
- (ii) Significant change in classification of soil requiring additional mobilisation by the contractor, e.g. ordinary soil to rock excavation,
- (iii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor
- (iv) Artesian conditions
- (v) Seepage, erosion, landslide
- (vi) River training requiring protection of permanent work and outer slope of guide bund require protection against high velocity water.
- (vii) Presence of historical, archaeological or religious structures, monuments interfering with the works
- (viii) Restriction of access to ground imposed by civil, judicial, or military authority

The currency of the contract is Indian Rupees.

- 1 The proportion of payments retained (retention money) shall be NIL from each bill of Maintenance.

Amount of Liquidated damages for delay in completion of works	5 per cent of the balance amount.
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**Signature of Tenderer**

Maximum limit of liquidated damages for delay in completion of work.	10 per cent of the balance amount of the allotted work rounded off to the nearest thousand.  This will be reconciled only after actual completion of the work with the amount recovered up to the last mile stone.
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The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:

Performance Security for 5 per cent (5%) of contract price. Additional sums (to be decided after evaluation of the bid) as additional security in terms ITB Clause 30.0.)

The standard form of Performance Security acceptable to the employer shall be an unconditional Bank Guarantee in an approved format by the employer.

**Signature of Tenderer**