

**Sabarmati Riverfront Development Corporation Limited****Bid document****For**

**Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at East and West side Different Location of Upper Promenade of 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:** **<https://www.nprocure.com>, [www.sabarmatiriverfront.com](http://www.sabarmatiriverfront.com)**  
**(For information only)**

**Bidders Name :**

**Bidders Address :**

**Date of Issue :** 17.05.2025

**Form of Receipt of Bid Fee :** Refer Contract Data

**Sabarmati Riverfront 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-380009.**

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

**May – 2025**

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**Signature of Bidder**

## Sabarmati Riverfront Development Corporation Limited

### National Competitive Bidding

|  |  |
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| <b>Agreement No.</b>   |  |
| <b>Name of Work</b>  | <b>Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at East and West side Different Location of Upper Promenade of Sabarmati River Front Development Project Area.</b>   |
| <b>Bidding Document Available From</b>   | On 17 <sup>th</sup> May, 2025 at 12.00 Hrs. at Office of Sabarmati Riverfront Development Corporation Limited,<br>2nd Floor, "Riverfront House", Behind H.K. Arts College,<br>Between Gandhi Bridge and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad, Gujarat - 380009.<br><b>(Download the document from websites)</b><br><b><u><a href="http://www.nprocure.com">www.nprocure.com</a></u></b> |
| <b>Date &amp; Place of Pre bid Meeting</b>                                       | Pre bid Meeting will be on 20 <sup>th</sup> May, 2025 through E-mail on office@srfdcl.com  |
| <b>Last date for receiving queries</b>   | 20 <sup>th</sup> May, 2025, 05:00 Hrs. through E-mail on office@srfdcl.com   |
| <b>General Condition</b>   | As per Tender Documents.   |
| <b>Performance Security Deposit</b>  | 5 % of the value of total work. It will be released at the end of successful completion of the work.   |
| <b>Last Date and Time for Online Submission</b>                                  | On 27 <sup>th</sup> May 2025 up to 12:00 Hrs. Only on <b><u><a href="https://www.nprocure.com">https://www.nprocure.com</a></u></b>  |
| <b>Last Date and Time for submitting physical Receipt of Bids</b>                | On 27 <sup>th</sup> May, 2025 up to 14.00 Hrs. by Hand delivery / Registered A.D. or Speed Post / Courier addressed to, Office of 2nd Floor, "Riverfront House", Behind H.K. Arts College, Between Gandhi Bridge and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad, Gujarat - 380009.  |
| <b>Time, Date &amp; Place of Opening Technical Bid (Opening of Physical Bid)</b> | On 27 <sup>th</sup> May, 2025 at 16.00 Hrs. at Office of Sabarmati Riverfront Development Corporation Limited,<br>2nd Floor, "Riverfront House", Behind H.K. Arts College,<br>Between Gandhi Bridge and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad, Gujarat - 380009.   |
| <b>Time &amp; Date of Opening Financial Bids</b>                                 | The qualified bidders shall be informed the date and time through e-mail.  |
| <b>Officer Inviting Bids</b>   | Office of the Sabarmati Riverfront Development Corporation Limited, Ahmedabad.   |
| <b>Websites for e-tendering</b>  | <b><u><a href="https://www.nprocure.com">https://www.nprocure.com</a></u></b>  |

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## Sabarmati Riverfront Development Corporation Limited

It is mandatory to fill in the details of the form given below and also to include the documents accordingly.

In addition, tender scrutiny will be done on the basis of the following details.

| Sr. no. | Details  |
|---------|--|
| 1       | <b>Name of Tender</b>  |
|         | <b>Address</b>   |
|         | <b>Contact No.</b>   |
| 2       | <b>Amount of Tender Fee (Rs.)</b>  |
|         | <b>DD No./BG No.</b> (Payable at Ahmedabad from the Nationalized Bank /Scheduled Bank.)  |
|         | <b>Name of Bank</b>  |
| 3       | <b>Amount of EMD (Rs.)</b>   |
|         | <b>DD No./BG No.</b> (Payable at Ahmedabad from the Nationalized Bank /Scheduled Bank.)  |
|         | <b>Name of Bank</b>  |
| 4       | <b>Annual Turnover of last three years issued by CA</b>  |
|         | <b>2022-23</b>   |
|         | <b>2023-24</b>   |
|         | <b>2024-25</b>   |
| 5       | <b>Average Turnover of last three years Rs.</b>  |
| 6       | <b>Is annual turnover of FY 2022-23, 2023-24&amp;2024-25 issued by CA equal to 80% amount of the tender value? Yes or No</b>   |
| 7       | <b>Details of Experience/Certificates.</b>   |
| Sr. no. | <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Details of works as per<br/>Certificates of Experience</div> <div style="width: 25%;">The amount<br/>mentioned in the<br/>certificate of<br/>experience</div> <div style="width: 30%;">Name of Government/<br/>Semi-Government/<br/>Corporation issuing<br/>Certificate of Experience</div> </div> |
| 1       |  |
| 2       |  |
| 3       |  |
| 8       | <b>A copy of one work completion certificate of at least 80% of the tender value is attached.<br/>Yes or No.<br/>OR</b>  |
|         | <b>A copy of two work completion certificate of at least 50% of the tender value is attached.<br/>Yes or No.<br/>OR</b>  |
|         | <b>A copy of three work completion certificate of at least 40% of the tender value is attached.<br/>Yes or No.</b>   |
| 9       | <b>Is the Nationalized / Scheduled Bank's Solvency</b>   |

Signature of Bidder

**Sabarmati Riverfront Development Corporation Limited**

|           |  |  |
|-----------|--|--|
|           | <b>Certificate of 20% of the tender value not more than 1 year old attached with the tender?<br/>Yes or No.</b>  |  |
| <b>10</b> | <b>As per the terms of the tender, Appendix- Letter of Assurance on Requisite Stamp Paper &amp; attested by Public Notary/ Executive Magistrate by the bidder is attached herewith?<br/>Yes or No.</b> |  |
| <b>11</b> | <b>Is a copy of PAN card attached?<br/>Yes or No.</b>  |  |
| <b>12</b> | <b>Is a copy of GST registration attached?<br/>Yes or No.</b>  |  |
| <b>13</b> | <b>Is a copy of Professional tax registration attached?<br/>Yes or No.</b>   |  |
| <b>14</b> | <b>Are full details of tender filled?<br/>Yes or No.</b>   |  |
| <b>15</b> | <b>Is all the tender documents submitted online?<br/>Yes or No.</b>  |  |
| <b>16</b> | <b>Has hard copy of technical bid been submitted?<br/>Yes or No.</b>   |  |
| <b>17</b> | <b>Other details/Remarks.</b>  |  |

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**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 tender can download tender documents as mentioned above and Bidder who wishes to submit their offer shall pay Tender Document Fee in form of Account Payee Non-refundable Demand Draft issued in favor of **“Sabarmati Riverfront Development Corporation Limited”** payable at Ahmedabad drawn on any Nationalized Bank / Schedule Bank.

Tender Documents are only available in Electronic Form. Bidders shall upload the tender documents after submitting the DD for tender document fees and EMD details online. The Demand Draft towards “Tender Document Fees” can be submitted along with Earnest Money Deposit (EMD) 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 tender 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).

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**Signature of Bidder**

**DOWNLOAD OF TENDER DOCUMENT: -**

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

**SUBMISSION OF TENDER: -**

Bidders shall submit their offer in Electronic Format on [www.nprocure.com](http://www.nprocure.com) up to 12:00 Hrs. on: 17.05.2025 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 outrightly rejected. Bidder will have to submit separate account payee DD drawn in favor of “**Sabarmati Riverfront Development Corporation Limited**”, payable at Ahmedabad for Tender Document Fee and EMD in form of DD 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 27.05.2025 at 16.00 Hrs. as mentioned above. Intending bidders or their representative who wish to participate in online tender opening can log on to <https://amc.nprocure.com> on the due date and time, mark their presence or participate in online tender opening. For more details, vendors are requested to refer "Vendor Training Manual". Tenderer who wish to remain present at office of the General Manager (Parks & Garden), Riverfront Flower Park, Near Ellis Bridge, (Riverfront-West), Ahmedabad, Gujarat - 380006 at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.

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**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 fulfill all or any of the condition or submitted incomplete in any respect will be rejected.
- e) Conditional tender shall not be accepted.
- f) The tenderer are advised to read carefully the "Instruction" and "Eligibility Criteria" contained in the tender documents.
- g) 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>

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# **INVITATION FOR BID (IFB)**

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Signature of Bidder



**Sabarmati Riverfront 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-380009.**

**Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at  
East and West side Different Location of Upper Promenade of 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 Riverfront Development Corporation Limited or any of their employees/ advisers/ consultants/ representatives 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 Riverfront Development Corporation Limited after modifications/ addendums/ 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 riverbed, the accessibility, the working conditions, the climatic conditions, the water level in the river, the availability of working and storage spaces etc. Sabarmati Riverfront Development Corporation Limited, its employees/ advisers/ consultants/ representatives 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.

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**Sabarmati Riverfront 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-380009.**

**Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work  
 at East and West side Different Location of Upper Promenade of Sabarmati River Front  
 Development Project Area.**

Sabarmati Riverfront Development Corporation Limited on behalf of Ahmedabad Municipal Corporation invites bid for the works detailed in the table below from experienced bidders. The bid is invited from bidders having experience of 3.15 Development & Supply Work (similar to BOQ) for any Government / Semi Government / Governmental Authority or Agency/Local Authority etc.

|                                    |  |
|------------------------------------|--|
| <b>Name of Work</b>                | <b>Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at East and West side Different Location of Upper Promenade of Sabarmati River Front Development Project Area.</b> |
| <b>Estimated Value of Work (₹)</b> | Rs. 8,97,44,303=00 (excluding of all Taxes)  |
| <b>Bid Security (₹)</b>            | Rs. 8,97,443=00  |
| <b>Cost of Document (₹)</b>        | ₹12,000=00   |
| <b>Period of Completion</b>        | 6Months Development and 60 Month maintenance   |

1. Bids shall be accompanied by security of the amount specified for the work in the table, payable at Ahmedabad and drawn in favor 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 shall be delivered to office of Sabarmati Riverfront Development Corporation Limited at above mentioned address on or before date 27.05.2025 up to 14:00 Hours and the Technical Bid will be opened on 27.05.2025 at 16:00 hours, in the presence of the bidders of who attend the Technical Bid opening. If the office

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**Sabarmati Riverfront Development Corporation Limited**

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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. Other details can be seen in the bidding documents.
4. The Tender Document Fees shall be submitted in separate envelope at the time of physical submission of tender.
5. Do not print or write on the page of financial bid copy which is submitted in physical bid at Office of Sabarmati Riverfront Development Corporation Limited.

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

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

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

Sabarmati Riverfront Development Corporation Limited on behalf of Ahmedabad Municipal Corporation invites sealed bids for the **Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at East and West side Different Location of Upper Promenade of Sabarmati River Front Development Project Area.**(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 having experience of Development & Supply Work (similar to BOQ) in large establishments for any for any Government / Semi Government / Governmental Authority or Agency /Local Authority etc.

The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

Throughout these bidding documents, the terms; bid’ and ‘tender’ and their derivatives (bidder/ tenderer, bidding/tendering etc.) are synonyms.

- 1.1 Blank bidding documents consisting of all the data mentioned in Para B. BIDDING DOCUMENTS are to be downloaded from the following websites. The price of the bid document shall be paid along with the bid in the form of a Demand Draft on any Nationalized Bank or Scheduled Bank payable in favor of Sabarmati Riverfront Development Corporation Limited at Ahmedabad.

Scope of work and quantity of the materials/tractors/trolleys mentioned in the bid documents are indicative and are likely to change.

**Websites:**[www.nprocure.com](http://www.nprocure.com), and [www.sabarmatiriverfront.com/tenders/](http://www.sabarmatiriverfront.com/tenders/)

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| Sl. No. | Item  | Description   |
|---------|---|---|
| 1.1.1   | Bidding Document Online Available From<br>a. Date<br>b. Time            | To be downloaded from websites:<br><b>www.nprocure.com</b><br><br>Information available on:<br><b><u>www.sabarmatiriverfront.com,</u></b><br><b><u>www.nprocure.com</u></b><br>Date: 17.05.2025 to 27.05.2025 up to 12:00 Hours.  |
| 1.1.2   | Last date of online submission of Tender<br>a. Date<br>b. Time          | <b>27.05.2025</b><br><b>12:00 hours</b>   |
| 1.1.3   | Last date, time & Place for inspection of hard copy of the bid document | <b>27.05.2025</b><br><b>14:00 hours</b><br><b>Sabarmati Riverfront Development Corporation Limited</b><br><b>2nd Floor, "Riverfront House",</b><br><b>Behind H.K. Arts College,</b><br><b>Between Gandhi Bridge and</b><br><b>Nehru Bridge, Puja Pramukh</b><br><b>Swami Maharaj Marg (Riverfront-</b><br><b>West), Ahmedabad, Gujarat -</b><br><b>380009.</b><br><b>Telephone : 079 26580430</b><br><b>Fax :079 26596003</b> |
| 1.1.4   | Cost of Document  | INR 12,000/- (Twelve Thousand only )  |
| 1.1.5   | Mode of payment for Document cost                                       | DD(Demand Draft)in favor of Sabarmati Riverfront Development Corporation Limited, payable at Ahmedabad from any Scheduled Bank / Any Nationalized Bank.   |
| 1.1.6   | Bid Security  | <b>Rs.8,97,443=00</b> In the Form of DD payable at Ahmedabad from the Nationalized Bank /Scheduled Bank.  |
| 1.1.7   | Last date for receiving queries   | <b>20.05.2025, 05:00 Hrs. Through E-mail</b>  |
| 1.1.8   | Pre-Bid Meeting<br>a. Date<br>b. Time<br>c. Location                    | <b>20.05.2025 Through E-mail</b>  |

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|        |  |   |
|--------|--|---|
| 1.1.9  | <b>Performance Security</b>  | Bank Guarantee / Fixed Deposit from a Nationalized Bank Payable at Ahmedabad. Amount equal to 5% amount of contract sum |
| 1.1.10 | <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 date <b>27.05.2025</b> up to <b>14:00</b> Hours.   |

## 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 The bidder should have experience of developing and maintaining similar nature of works for last three financial years (FY 2022-23 to till tender date).
- 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)

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**3.4 Average Annual Turnover:**

- Average Annual Turnover during following years i.e. FY 2022-23, FY 2023-24& FY 2024-25 ending 31st March of the financial year, should be at least Rs. 7,17,95,442/- for Similar Work along with types of work done as mentioned in BOQ.
- 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.
- Amount of Bank Solvency: Minimum Rs.6,73,08,227/-.

3.6 The bidders shall accompany the following documents in the envelope containing 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 related personnel or units. During the verification as above, if the contents and validity of certificates does not match with the actual bid will be declared **NON-RESPONSIVE**.

3.7 The bidder shall indicate its status like Proprietorship/ Partnership/ Company etc. The tender should be signed only by the authorized person / partner of the Firm. Such authority shall be accompanied either by the constitution of firm or with a copy of Power of Attorney from appropriate competent authority of firm/ Company on Non-Judicial stamp paper of appropriate value duly executed before Notary Public or First-Class Magistrate. In case of proprietary firm, bidder shall submit the document establishing his proprietorship indicating the name of the individual as proprietor as a proof of proprietorship of the firm, like Shops & Establishment Certificate / other registration Certificate issued by Government.

3.8 Earnest Money Deposit.

3.9 Experience of similar nature of work (As per appendix format attached).

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- 3.10 Registration Certificate of Provident Fund and Employees State Insurance registration certificate and Professional Tax.
- 3.11 GSTN Registration.
- 3.12 The bidder shall be required to submit documents of staff 2 Master of Science and 3 Bachelor of Science degrees of Horticulture field or equivalent field.
- 3.13 The bidder shall be required to submit documents of registration as an employer under the Apprentices Act, 1961.
- 3.14 Agency shall have valid registration of "AA" class with any Central/State/PWD.
- 3.15 **Horticulture works and Irrigation, Civil, Fabrication all in One 3A or Work Completion Certificate for Qualification during following years i.e. FY 2022-23 to till tender date:**

Single job of Similar nature work with BOQ, Work order and Work completion certificate shall be submitted along with 80% of total Tender value Rs. 7,17,95,442/-(included (a) Plantation & Maintenance work i.e. Rs. 6,07,41,520/-, (b)Irrigation Work i.e. Rs. 40,23,682/- (c)Civil work i.e. Rs. 51,16,160/-, (d)Fabrication i.e. Rs. 19,14,080/-).

OR

Two job of Similar nature work with BOQ, Work order and Work completion certificate shall be submitted along with 50% of total Tender value Rs. 4,48,72,151/-(included (a) Plantation & Maintenance work i.e. Rs. 3,79,63,450/-, (b)Irrigation Work i.e. Rs. 25,14,801/- (c)Civil work i.e. Rs. 31,97,600/-, (d)Fabrication i.e. Rs. 11,96,300/-).

OR

Three job of Similar nature work with BOQ, Work order and Work completion certificate shall be submitted along with 50% of total Tender value Rs. 3,58,97,721/-(included (a) Plantation & Maintenance work i.e. Rs. 3,03,70,760/-, (b)Irrigation Work i.e. Rs. 20,11,841/- (c)Civil work i.e. Rs. 25,58,080/-, (d)Fabrication i.e. Rs. 9,57,040/-).

- For work completion, the bidder has to submit in single Work Completion Certificate 3 (A) from their respective employers. Along with valid Work Order & BOQ, colour photographs of Horticulture work and Irrigation, Civil, Fabrication during **FY 2022-23** till tender date.

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- **The Contractor shall maintain for a period of 66 months from Award of the Work.** This may be extended/renewed by a separate contract with same contract price between the Sabarmati Riverfront Development Corporation Limited (SRFDCL) and Contractor during/after contract period if needed.
  - Work completed by the bidder with Government / Semi Government / Municipal Corporation etc. under the name of the bidder itself shall only be considered for evaluation.
  - 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 of Rs. 10.00 Crore, if the work is completed for 1.50 Cr., then, the bidder cannot submit the work completion of Rs. 1.50 Cr. for eligibility of this tender.
- 3.16 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.
- 3.17 **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.
- 3.18 As the Employer has not undertaken pre-qualification of potential bidders, **all bidders shall include the following information and documents with their bid:**
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; Income tax return and Computation of Income for last (F.Y. 2021-22 to 2023-24), Audit Report of last 3 years(F.Y. 2021-22 to 2023-24)
  - (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.
- 3.19 **Bids from joint venture are not acceptable.**
- A. To qualify for award of the contract each bidder in its name since FY2020-2021 to till tender date.

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**Signature of Bidder**

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 shall demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

3.20 Experience as Sub-contractor and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

3.21 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 in any manner whatsoever.

#### **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**

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**Signature of Bidder**

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 the Work mentioned in this Tender. 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.

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**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 Para: C (Preparation of Bid):

| <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       | 2                 |
| V              | Bill of Quantities             | 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 Para: C (Preparation of Bid).
- 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, and 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 through e-mail 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 4days prior to the deadline for submission of bids.

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**Signature of Bidder**

**9.0 Amendment of Bidding Documents**

- Before the deadline for submission of bids, the employer may modify the bidding documents by issuing addendum. Bidders are requested to check and download bid before 48 hours of submission and submit accordingly.
- Any Addendum issued before Bid Due Date shall form part of the RFP and shall be published on [www.sabarmatiriverfront.com/tenders/](http://www.sabarmatiriverfront.com/tenders/) and <https://www.nprocure.com>
- Each Addendum shall be binding to the Bidders and SRFDCL will assume no responsibility for non-receipt of the Addendum by any Bidder
- The employer may at its discretion, may give reasonable time to the prospective bidders to take an addendum into account in preparing their bids, or may extend the deadline as necessary for submission of bids.

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**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 mentioned in tender documents 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) Affidavits & Undertaking as per format provided

##### **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 two copies of the bid, marking them ‘Original’ and ‘Copy’ respectively.

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

| <b>Section</b> | <b>Particulars</b>             | <b>Volume No.</b> |
|----------------|--------------------------------|-------------------|
|                | 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          |

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**Signature of Bidder**



The successful bidder shall 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 Clause 11 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 shall not be paid by the employer when executed and shall be deemed to be covered by the other contract price.
- 12.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be excluding in the rates, prices and total bid price submitted by the bidder except where expressly specified, otherwise, in the contract.
- 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 19.0. 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 through e-mail. 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.

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**Signature of Bidder**

**15.0 Bid Security**

- 15.1 The bidder shall furnish, as part of his bid, a bid security in the amount as shown in column 3 of the table of IFB for this particular work. This bid security shall be in favor of 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.
  - 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.
- 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 Clause 27; or
  - c) in the case of a successful bidder, if the bidder fails within the specified time limit to
    - (i) Sign the Agreement;
    - and/or
    - (ii) Furnish the required Performance Security.

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**Signature of Bidder**

**16.0 Format and Signing of Bid**

- 16.1 The Bidder shall prepare one original and second copy 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 "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 16.2 The original and copy 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 initialed 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 initialed 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.

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**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 financial 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 kept in side 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 Copy, as the case may be
- **Technical Bid:** to be opened on 27.05.2025 at 16:00 hours, in the presence of Evaluation Committee comprising of representatives of employer.
- Bidder shall submit all technical documents comprising the technical bid online as well as physical. Documents submitted online should only consider for evaluation purpose.
- **Financial Bid:** Not to be opened online 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 20, 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.

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**Signature of Bidder**

**17.5** All information has to be submitted in prescribe 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) shall 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.

**19.0 Late Bids**

**19.1** Any bid received by the employer after the deadline prescribed in Clause 19 will be rejected and shall not be accepted or opened.

**19.2** Organization shall not be responsible for any delay in bid submission due to last day, last minute rush or server becoming slow/ busy/ not responding.

**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 19 or pursuant to clause 21.

**20.2** Each bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with 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 Riverfront Development Limited.

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**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 online financial bid will be termed 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 may be asked in writing (to clarify or modify his technical bid, if necessary, with respect to any rectifiable / reasonable defects / missing documents within time specified by management.
  - ii. The bidders will respond within specified time issue of the clarification letter
  - iii. On receipt of these clarifications the evaluation committee will finalize 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 who were found responsive in accordance with Tender Clause will be announced. The bids of only these bidders will be opened. 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.

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**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 shall result in the rejection of his Bid.
- 22.2** After successful completion of process, SRFDCL will make available online all bidder's documents. Bidder has to self-assess and compare their bid with other bidders. SRFDCL shall not provide or inform any information with respect to examination, clarification, evaluation, qualification and comparison of bids in writing.

**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 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 shall 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 3 and 4; (b) has been properly signed and in prescribed format; (c) is accompanied by required securities and; (d) is substantially responsive to the requirements of the 'Bidding Documents'. Management may ask the bidder in writing to clarify or modify his technical bid, if necessary, with respect to any rectifiable / reasonable defects/missing documents within time specified by management. 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.

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**Signature of Bidder**

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.

## **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 any appropriate adjustments for any other acceptable variations, deviations; and
- c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause.2

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**Signature of Bidder**



- 26.3 Bidder shall submit all technical documents comprising the technical bid online as well as physical. Documents submitted online should only consider for evaluation purpose. Management may ask the bidder in writing to clarify or modify his technical bid, if necessary, with respect to any rectifiable / reasonable defects/missing documents within time specified by management.
- 26.4 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.
- 26.5 If the bid of the successful bidder is seriously unbalanced in relation to the employer'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.
- 26.6 A bid which contains unrealistically low price and which cannot be substantiated satisfactorily by the bidder may be rejected as 'non-responsive'.

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**Signature of Bidder**

**F. Award of Contract**

**27.0** Subject to Clause 29, 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 may in such cases be awarded to the next lowest bidder at his evaluated bid price.

The same process maybe 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 or through e-mail. 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 terms and conditions between the employer and the successful bidder. It will be signed by the employer and sent to the successful bidder, within

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**Signature of Bidder**

2 months from the date of work order. 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**

- Fixed Deposit

**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 31.1 by the Successful Bidder shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

- 30.4 Deleted.

- 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.

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**Signature of Bidder**

**32.0 Arbitration**

- 32.1 If any dispute or difference of any kind whatsoever (a "Dispute") shall arise out of or in connection with this Agreement between the Parties, the Parties shall attempt, for a period of 30 (thirty) days after the receipt by one Party of a notice from the other Party of the existence of the Dispute or difference, to settle such Dispute in the first instance amicably by mutual discussions between the Parties. If the Dispute cannot be settled within 30 (thirty) days by mutual discussions, the Dispute shall finally be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 32.2 All Arbitration proceedings shall be conducted in the English language. For the purpose of such Arbitration, there shall be three Arbitrators (the "Arbitral Tribunal") appointed in the following manner:
- One Arbitrator shall be appointed by the Employer;
  - One Arbitrator shall be appointed by the Contractor; and
  - The two Arbitrators so appointed shall jointly appoint the third Arbitrator who will be the Presiding Arbitrator.
- 32.3 The Award of the Arbitral Tribunal shall be final and binding on the Parties and shall not be questioned or challenged by either of them.
- 32.4 Arbitration shall be held at Ahmedabad and Courts at Ahmedabad alone shall have exclusive jurisdiction to entertain and deal with the matter arising there from. Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.
- 32.5 The Parties shall bear their own costs and expenses of the arbitration proceedings and equally share fees of the Arbitral Tribunal and any other expenses thereof.

**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.

## Annexure – I

### Declaration Regarding Blacklisting / None-Blacklisting

(To be executed on Requisite Stamp Paper & attested by Public Notary/ Executive Magistrate by the bidder)

**TENDER FOR Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at East and West side Different Location of Upper Promenade of 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 Government / Semi Government / Governmental Authority or Agency / Local Authority etc. organization 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 / Semi Government / Governmental Authority or Agency / Local Authority etc. from taking part in Government / Semi Government / Governmental Authority or Agency / Local Authority etc. 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 / Semi Government / Governmental Authority or Agency / Local Authority etc. tenders.

In case of above information found false, I/We are fully aware that the tender/ Contract will be rejected/ cancelled by 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\_\_\_\_\_

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**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 similar nature of work executed and payments received in the last three years (in Rs. Lacks)

2022- 2023 \_\_\_\_\_

2023- 2024 \_\_\_\_\_

2024- 2025 \_\_\_\_\_

Attach Certificate(s) duly certified by Chartered Accountant

\_\_\_\_\_  
**Signature of Bidder**

**Sabarmati Riverfront Development Corporation Limited**

4. 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 | Description. Of work | Contract No. | Value of Contract (Rs.) lacks | Date of issue of work order | Stipulated period of completion | Actual date of completion* |
|--------------|----------------------|----------------------|--------------|-------------------------------|-----------------------------|---------------------------------|----------------------------|
|              |                      |                      |              |                               |                             |                                 |                            |
|              |                      |                      |              |                               |                             |                                 |                            |

Attach 3(A) certificate from respective organization as per Tender terms

5. 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)                            |
|                     |               |                     |                              |                               |                                 |   |                                |                                |

Signature of Bidder

**Sabarmati Riverfront Development Corporation Limited**

|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|

**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.

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

| Position         | Name | Qualifications | Years of experience (general) | Years of experience in the proposed position |
|------------------|------|----------------|-------------------------------|--|
| (1)              | (2)  | (3)            | (4)                           | (5)  |
| Site Supervisors | *    | *              | *                             | *  |

7. 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

**(To be executed on Requisite Stamp Paper & attested by Public Notary/ Executive Magistrate  
by the bidder)**

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 authorize(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 Authorized Officer of the Firm/Company) \_\_\_\_\_

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

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

\_\_\_\_\_  
**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 Authorized Officer of the Firm/Company \_\_\_\_\_

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

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

Date: \_\_\_\_\_

---

**Signature of Bidder**

**UNDERTAKING**

(to be submitted on Company's Letterhead)

I \_\_\_\_\_, age \_\_\_\_years Son/ Daughter of \_\_\_\_\_, resident of \_\_\_\_\_ do solemnly affirm and state as under:

That I am the \_\_\_\_\_<<Designation of the authorized signatory>>of \_\_\_\_\_and I am duly authorized to furnish this undertaking/declaration on behalf of \_\_\_\_\_ (Name of the company).

That \_\_\_\_\_ (Name of the company) has submitted its bid dated \_\_\_\_\_ against Tender Document dated \_\_\_\_\_ for \_\_\_\_\_ item / works.

That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s).

That the Company is passing on the benefits which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws. The details and amounts being passed on to SRFDCL are provided as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.

I confirm that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

(Authorized signatory of Bidder)\_\_\_\_\_

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**Signature of Bidder**

**UNDERTAKING FOR SUBMISSION OF LABOUR LICENSE**

(to be submitted on Company's Letterhead)

To,

Executive Director

Sabarmati Riverfront Development Corporation. Ltd.

Ahmedabad

TENDER Name: -----

Sub.: UNDERTAKING

Sir,

I / We, M/s\_\_\_\_\_, hereby undertake to furnish / produce notary attested copy of Labour License from the Assistant Labour Commissioner (C), Ahmedabad within 30 days from the date of issue of Letter of Acceptance/ Work Order from SRFDCL, if applicable, failing which LOA/ shall be cancelled at discretion of SRFDCL.

Yours faithfully,

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

---

**Signature of Bidder**

**CERTIFICATE ACCEPTING ALL TERMS AND CONDITIONS**

(To be executed on Requisite Stamp Paper & attested by Public Notary/ Executive Magistrate by the bidder)

With regards to tender number \_\_\_\_\_ for the work”\_\_\_\_\_.”, undersigned in the capacity of (please indicate name and designation) \_\_\_\_\_  
\_\_\_\_\_ hereby certifies that M/s \_\_\_\_\_

\_\_\_\_\_ accepts all Terms & Conditions as mentioned in Section Instructions to Bidders, General Conditions of Contract, Contract Data, Technical Specifications, Bill of Quantities. And other tender documents including Pre bid Etc.

This Certificate is valid at the time of bid and will remain valid during the entire execution period of the order.

It is also confirmed that bid is valid for a period of 120 days from the date of opening of technical bid. The duration of contract as indicated in the bid document is also agreed. The Price quoted is firm for the entire period of validity of bid and during execution of contract till completion of work. The bidder is part of only one bid.

\_\_\_\_\_  
(Signature)

Name and Designation

(Seal)

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

[OR]

*[Delete whichever is not applicable]*

You are hereby requested to furnish performance security, plus additional security for unbalanced bids as per the terms of Tender, in the form as per Tender terms for amount of Rs. \_\_\_\_\_ within 21 days from date of letter of acceptance valid up to 28 days from the date of expiry of Contract / Defects Liability Period, if any i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in Tender will be taken.

Yours faithfully,

Authorized 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**

## 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 assignees 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 cashable 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.

\_\_\_\_\_  
Signature of Bidder

**Sabarmati Riverfront Development Corporation Limited**

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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



**Appendix i****Experience of similar nature of work by Contractor****(On their Letterhead)**

- Name of Bidder: \_\_\_\_\_

| Sr. No. | Name of Project with Location | Cost of Project | Type of Organization (Govt. / Semi/ Govt. Agency/ Local Authority etc.) | Year of work done | Name of the Institute with address and Phone. number | Name of client and their contact number with E-mail Id. |
|---------|-------------------------------|-----------------|---|-------------------|--|---|
| 1       |                               |                 |   |                   |  |   |
| 2       |                               |                 |   |                   |  |   |

Note: It is mandatory to fill all the data by the bidder. Information furnished by bidder will be verified by SRFDC at their own discretion.

Sign & Seal of Contractor: \_\_\_\_\_

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**Signature of Bidder**

## **Appendix ii**

**(To be executed on Requisite Stamp Paper & attested by Public Notary/ Executive Magistrate  
by the bidder)**

### **Letter of Assurance**

It is to be mentioned that I/we are qualifying for the tender for Rate Contract for Horticulture Works at various places at Sabarmati Riverfront Development Area.

Therefore, I assure that if my \_\_\_\_\_ (Name of Agency) Bid is approved by Sabarmati Riverfront Development Corporation Limited (SRFDCL), I shall regularly supply the necessary services demanded by the SRFDCL during the tender period.

In addition, the services/materials to be supplied under this work shall be supplied by agency as demanded by the SRFDCL. The supplied materials / services shall be solely used for SRFDCL and I/we \_\_\_\_\_ (Name of Agency) provide assurance for the same.

**Date:-** \_\_\_\_\_

**Place:-** \_\_\_\_\_

**Signature & Stamp**

**(Name of Agency)**

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**Signature of Bidder**

## **SECTION II**

### **GENERAL CONDITIONS OF CONTRACT**

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Signature of Bidder

**Section II: General Conditions of Contract****Table of Clauses****A. General**

- 1.0 Definitions
- 2.0 Interpretation
- 3.0 Language and Law
- 4.0 Communications
- 5.0 Subcontracting
- 6.0 Other Contractors
- 7.0 Personnel
- 8.0 Contractor's Risks
- 9.0 Insurance
- 10.0 Site Investigation Reports
- 11.0 Queries about the Contract Data
- 12.0 Contractor to the Works
- 13.0 The Works to Be Completed by the Completion Date
- 14.0 Safety
- 15.0 Discoveries
- 16.0 Possession of the Site
- 17.0 Access to the Site
- 18.0 Instructions
- 19.0 Contractor to keep site clean
- 20.0 Clearance of site on completion

**B. Time Control**

- 21.0 Program
- 22.0 Time for Completion and Extension of time for Completion
- 23.0 Delays Ordered by the Employer
- 24.0 Early Warning
- 25.0 Drawings and Contract Documents

**C. Quality Control**

- 26.0 Quality of Materials, Plant and Workman
- 27.0 Tests
- 28.0 Correction of Defects during Defect Liability Period
- 29.0 Uncorrected Defects during Defect Liability Period

**D. Cost Control**

- 30.0 Bill of Quantities
- 31.0 Variations
- 32.0 Valuation of Variations
- 33.0 Cash flow forecasts
- 34.0 Payment Certificates
- 35.0 Payments

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**Signature of Bidder**

**Sabarmati Riverfront Development Corporation Limited**

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- 36.0 Taxes and duties
- 37.0 Currencies
- 38.0 Price Variations
- 39.0 Retention
- 40.0 Liquidated Damages
- 41.0 Advance Payment
- 42.0 Securities
- 43.0 Cost of Repairs

**E. Finishing the Contract**

- 44.0 Completion
- 45.0 Taking Over
- 46.0 Claims
- 47.0 Operating and Maintenance Manuals
- 48.0 Termination
- 49.0 Payment upon Termination
- 50.0 Default of Contractor

**F. General Description and Scope of Work**

- 51.0 Works & Site Conditions
- 52.0 Housing, Water Supply and Material Storage etc.
- 53.0 Materials
- 54.0 Labour Employment
- 55.0 Program Through Net Work Technique
- 56.0 Foreign Exchange Requirement
- 57.0 Relation with Public Authorities
- 58.0 Register to be Maintained
- 59.0 Equipment and Accessories
- 60.0 Patent rights
- 61.0 Royalties
- 62.0 Urgent remedial works
- 63.0 Special risks
- 64.0 Release from performance
- 65.0 Changes in cost due to subsequent legislation

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**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.

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.

**Employer:** means The Sabarmati Riverfront Development Corporation Limited, a Special Purpose Vehicle (SPV) set up by Ahmedabad Municipal Corporation (AMC) and is the party who will employ the Contractor to carry out the Works.

**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.

**Works or Work:** means the work of **Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at East and West side Different Location of Upper Promenade of Sabarmati River Front Development Project Area..**

**Other Work:** means any development, construction, horticultural, cleaning etc. work carried out by any department of the SRFDCL/AMC which is in progress at Sabarmati Riverfront Development Area.

**Commencement Date:** means the date on which the contractor receives the notice to commence works from the employer.

**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.

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**Signature of Bidder**

**Completion Date:** means the date arrived at by counting the Contract Period (inclusive of any time extensions granted by the employer from time to time) after the commencement date.

**Work Order:** means the letter issued by SRFDCL on behalf of AMC to the Successful Bidder to undertake and execute this particular Works in conformity with the Terms and Conditions set forth in the Tender and Agreement.

**Letter of Acceptance:** means the letter submitted by the contractor accepting the terms and conditions of Tender, Work Order and Agreement thereof within 7 (Seven) working days from the date of Work Order.

**Performance Security:** means the successful bidder shall deposit amount equivalent to 5% of the contract price within 21 days from the date of letter of Acceptance.

**Signing of Agreement:** means executing the Agreement for **Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at East and West side Different Location of Upper Promenade of Sabarmati River Front Development Project Area.**

Between Sabarmati Riverfront Development Corporation Limited and M/s.\_\_\_\_\_. The Agreement shall be executed within Two (2) months from the date of Work order.

**Contract Period or Agreement Period:** means 12 months from the date of Work Order for Horticulture and Irrigation, Civil, Fabrication works.

**Contract or Agreement:** means the agreement between the employer and the contractor for up gradation and maintenance works as described in details in various documents. Documents like Letter of Acceptance, notice to proceed with the works, Contractor's bid after amendments, addenda and corrections as mutually agreed with the employer; the notice inviting bids, the information to bidders, Contract Data, General Conditions of contract, Technical Specifications, Bill of Quantities, any other document listed in the Contract Data as forming part of the contract, Registration Certificate / Partnership Deed / Incorporation

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**Signature of Bidder**

Certificate (If vendor legal partner) as applicable shall be read and construed as part of this Agreement.

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

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

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

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

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

**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.

**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 employer other than the final payment certificate.

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

**Days:** mean calendar days; **months** mean calendar months.

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Signature of Bidder



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

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

**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 shall 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 employer.

**Works:** means the work of **Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at East and West side Different Location of Upper Promenade of Sabarmati River Front Development Project Area.**

Along with any permanent works and/or temporary works.

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

**Temporary Works:** means works of every kind in or about the permanent works designed, constructed, installed, and removed by the contractor, which are necessary 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 (physical letter or through e-mail).

**Note:** Above is not intended to be an exhaustive list of key terms and is given only for guidance.

1.2 Wherever in the contract provision is made for giving of notice, consent, approval, certificate or determination by any person such notice consent, approval, certificate or determination by

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Signature of Bidder

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, 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 shall 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 employer 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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**Signature of Bidder**

- 3.2 If the Contractor's authorized representative is not, in the opinion of the employer, 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 Communications**

- 4.1 A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 4.2 All certificates, notices or instructions to be given to the contractor by the employer or the under the terms of Contract shall be sent by post, 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.
- 4.3 Any notice to be given to employer or under the terms of the contract shall be sent by post, or e-mail to or left at the respective addresses nominated for that purpose given in contract data.
- 4.4 Change of address shall be informed in writing to respective parties well in advance.

#### **5.0 Subcontracting**

- 5.1 The contractor shall not assign the sub contract for whole work or any part thereof. The contractor shall solely responsible for all the acts, defaults and/or neglect of the contractual requirements.

#### **6.0 Other Contractors**

- 6.1 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.

#### **7.0 Personnel**

- 7.1 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 employer. The employer 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.

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**Signature of Bidder**

- 7.2 If the employer 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.
- 7.3 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 SRFDCL shall in no way be responsible for any delay on this account and no claim on this account whatsoever shall be entertained.

#### **8.0 Contractor's Risks**

- 8.1 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.
- 8.2 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 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.

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**Signature of Bidder**

**9.0 Insurance**

9.1 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) Personal injury or death. (i.e. Workmen compensation policy)

9.2 Policies and certificates for insurance shall be delivered by the contractor to the employer for the employer'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.

9.3 No work (Temporary or Permanent) shall be permitted at site in absence of proper insurance policies and up to date payment of premium.

9.4 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.

9.5 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.

9.6 The insurance policy shall include a cross liability clause such that the insurance shall apply to the contractor and the employer as separate insured.

9.7 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.

9.8 The contractor shall keep notified the insurer of changes in the nature, extent or programmed 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.

9.9 Contractor shall provide Workmen Compensation Policy during contract period.

**10.0 Site Investigation Reports**

10.1 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.

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**Signature of Bidder**

- 10.2 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 employer is insufficient or is at variance to the actual site conditions.
- 10.2.1 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 employer 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 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.
- 10.2.2 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.
- 11.0 Queries about the Contract Data and Contract Agreement**
- 11.1 The employer 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.
- 11.2 The contractor shall enter into and execute the agreement. The Agreement shall be executed within Two (2) month from the date of Work order.

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**12.0 Contractor to the Works**

- 12.1 The contractor shall with due care and diligence (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.
- 12.2 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).
- 12.3 Any defect, error, omission, fault shall be immediately brought to the notice of the employer before or during the execution of the works.
- 12.4 The contractor shall take full responsibility for the adequacy, stability, safety of all site operations and methods of plantation. Contractor shall not be responsible for the design and specifications of the Permanent works not designed by him.
- 12.5 **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 employer 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 employer.
  - The checking and approval by the employer of any alignments, levels and setting out shall not relieve the contractor of his responsibility for accuracy thereof.

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

- 13.1 The Contractor may commence execution of the works on the Commencement Date and shall carry out the works in accordance with the programmed submitted by the contractor, as updated with the approval of the employer, and complete them by the Completion Date.
- 13.2 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,

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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 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.

13.3 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', regarding vehicle movement shall be strictly followed. The contractor shall provide necessary superintendence matching with working hours.

13.4 The contractor shall afford every facility for and every assistance in obtaining the right to access for the employer 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 organize necessary permissions from the owners of such facilities for the employer to inspect such materials or plant.

13.5 **Suspension of work**

The contractor shall, on the instructions of the employer, suspend the progress of the works or part thereof for such time and in such manner as the employer 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 employer. 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,

13.6 **Effect of suspension:** With reference to clause 13.5, the employer 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.

Approved by the employer

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- 13.7 The contractor shall submit specifications and drawings showing the proposed Temporary Works to the employer, who shall approve them if they comply with the specifications and drawings.
- 13.8 The contractor shall be responsible for design of Temporary Works.
- 13.9 The employer's approval shall not alter the contractor's responsibility for design of the Temporary Works.
- 13.10 All drawings prepared by the contractor for the execution of the temporary or permanent works, are subject to prior approval by the employer before their use.

**14.0 Safety**

- 14.1 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 contractor's 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 at the same site of the employer and SRFDCL's staff engaged at work site.
  - d. Any authorized third-party persons on the site.
  - e. Contractor's plants and equipment's.
- 14.2 Contractor shall provide and maintain at his costs all lights, guards, fencing, warning signs, watching when and where necessary or required by employer or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.
- 14.3 The contractor shall follow all the rules, regulations or guidelines by Concerned Authority regarding the ongoing COVID-19 Pandemic or any future emergencies, lockdown etc. 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.
- 14.4 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.

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- 14.5 All the 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.
- 14.6 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 employer.
- 14.7 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.
- 14.7.1 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 employer 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.
- 14.8 The contractor shall depute Site Supervisors & skilled workers as required for the work. Necessary protective and safety equipment's shall be provided to them by the contractor at his own cost and used at site.
- 14.9 **Security & Traffic Arrangements**
- In event of any restriction being imposed by the employer, traffic or AMC 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:

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- 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 employer on account of any restriction that can be imposed as per the requirement of the situation.
- 14.10 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 compliance of all rule's instructions issued by the relevant authorities and as per the direction of employer in this regard.
- 14.11 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.

#### **15.0 Discoveries**

- 15.1 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 employer of such discoveries and carry out the employer's instructions for dealing with them without damages, thefts etc. In carrying out the employer's instructions to dealing with such articles if the contractor incurs extra costs or suffers delays, the employer 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.

#### **16.0 Possession of the Site**

- 16.1 The contractor shall commence the work as soon as is reasonably possible on receipt of the **"Commencement of Work"** notice from the employer.
- 16.2 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 programmed and method of construction.

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16.3 The site of work shall be always kept clean. The excavated material shall be disposed off as directed by the employer, 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 betonies slurry or any other material all over the place. Nothing extra shall be payable on this account.

16.4 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 16.2 and 16.3, the employer 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.

#### **17.0 Access to the Site**

17.1 The contractor shall allow access to the employer to the site, to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated/ assembled for the works.

#### **18.0 Instructions**

18.1 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 employer. The contractor shall comply and adhere to the employer's instructions on any matter, whether mentioned in the contract or not, concerning the works. The contractor shall take instructions only from the employer.

#### **19.0 Contractor to keep site clean:**

19.1 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.

#### **20.0 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 workable condition to the satisfaction of the employer on issue of the Taking Over Certificate.

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**B. Time Control****21.0 Program**

- 21.1 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).
- 21.2 Within the time stated in the Contract Data the contractor shall submit to the employer for his consent a program 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 employer may require.
- 21.3 If at any time it appears to the employer that the actual progress of works does not confirm to the program to which consent has been given by SRFDCL as per clause 22.2 above, the contractor shall produce, at the request of the employer, a revised program showing modifications to the program consented to under clause 22.2 above necessary to ensure completion of works within the Time for Completion.
- 21.4 If the contractor fails to submit such a revised program, the employer 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.
- 21.5 The employer's consent to the program shall not relieve the contractor from his duties and responsibilities under the contract.
- 21.6 The employer shall monitor the rate of progress of work. In case, the employer 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.

**22.0 Time for completion and Extension/s of Time for completion**

- 22.1 The whole of the works, and if applicable any section of the works required to be completed within a particular time as stated, shall be completed within the stipulated time for the whole of the works or the Section (as the case may be) as instructed and as may be allowed under following sub clauses.

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22.2 The employer 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
- 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

22.3 The employer shall notify the contractor about all such extension. The employer shall however not be bound to make any determination unless the contractor

- a. has notified the employer 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.

### **23.0 Delays Ordered by the Employer**

The employer 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.

### **24.0 Early Warning**

The contractor is to warn the employer 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 employer 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.

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

**C. Quality Control****26.0 Quality of Materials, Plant and Workman**

26.1 All materials, plant and workman shall be:

- a. Of the respective kinds and quality as described in the contract and in accordance with the employer's instructions and subject to tests as the employer 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 employer 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.

26.2 The employer 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 employer and his personnel for this at no extra costs. Contractor shall inform before 24 hours for any inspection/testing.

26.3 On inspection, if the employer 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.

26.4 All work or any part thereof shall be covered up only after approval of the employer in respect of the quality of materials used and workman.

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

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

**27.0 Tests**

- a. If the employer 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 employer at contractor's cost.

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**28.0 Correction of Defects during Defects liability period**

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

**29.0 Uncorrected Defects during Defects liability period**

- a) If the contractor does not rectify or correct a defect within the time specified in the employer's notice, the employer shall 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 employer.
  - 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 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.
- 29.1 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 employer.
- 29.2 Payment of balance amount of retention money shall not be interlinked with the issuance of the Defects Liability Certificate.
- 29.3 **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****30.0 Bill of Quantities**

- a. The Bill of Quantities shall contain items for the construction, installation, testing, 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 authorized representative of the employer and all particulars required by the representative of the employer shall be supplied by the contractor.
- c. The work shall be **measured net as per actual work done**. 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 employer, 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 employer through his Interim Payment Certificates.

**31.0 Variations**

- 31.1 The employer 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

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of contract by contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the contractor.

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

### **32.0 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 employer and the contractor after due consultations among the employer.
  - 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 contractor's 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 contractor's 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. The employer 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.

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- e. The employer 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, 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.
- f. No valuation of varied works in accordance with above clauses 32.1, 32.2 and 33 is allowed unless the contractor gives his notice to claim or the employer gives his notice to vary the rates or prices to the other party within 14 days of the issue of instructions to vary in accordance with clause 32.
- g. The contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.
- h. 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 employer and the contractor.
- i. **These further sums shall be decided considering:**
  - Contractors general site and overhead costs; and
  - 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 employer 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 employer 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.

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- k. Unless authorized and certified on a day to day basis by the employer in writing, no payments shall be allowed to the contractor.

### 33.0 Cash flow forecasts: Deleted

### 34.0 Payment Certificates

#### **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 mobilization advance.
  - Any other sums to which the contractor may consider himself entitled.
- a. The employer shall check the contractor's monthly statement and certify for payment vide an Interim Payment Certificate the amount to be paid to the contractor after taking into account any credit or debit for the month **a)** in respect of materials for the works in the relevant amounts and **b)** under various conditions set forth in these General Conditions of Contract and stated in brief in the Contract Data.
- b. No payment shall be recommended by the employer 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 has obtained the Labour licenses for site staffs and workers.
  - Along with bill following documents are required to be submitted.
    1. Material Supply Challan
    2. Any Other relevant documentation as may be demanded by Management
- 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 following details showing in details, in the form approved by the employer.
- The final value of all work done in accordance with the Contract up to date stated in the Taking Over Certificate

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- 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 employer 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 employer following details :
- 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.
  - iii. If the employer disagrees with or cannot verify any part of the draft final statement, the contractor shall submit such further information as the employer 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 employer the Final Statement as agreed.
- e. **Final Payment Certificate:** The employer 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.
- f. The amount which, in the opinion of the employer, is finally due under the contractor.
- g. 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 these Conditions of the Contract, the balance if any due from the employer to the contractor or vice versa as the case may be.

34.1 **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

### 35.0 Payments

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35.1 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 employer

- 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 arbitrator, 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.

35.2 All payments shall be made in Ahmedabad.

### **36.0 Taxes and duties**

The rates quoted by the contractor shall be deemed to be excluding of GST & all other applicable 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.

Bidders shall be required to ascertain themselves, the prevailing rates of GST all other taxes & duties applicable on scheduled date of submission of bid and SRFDCL would not undertake any responsibility whatsoever in this regard

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, equipment etc. The contractor shall also adhere to all traffic restrictions notified by the local authorities.

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He shall protect and indemnify the employer 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 authorized representatives.

**37.0 Currencies**

All payments shall be made in Indian Rupees.

**37.1 Price adjustment**

The Price adjustment is not applicable.

**38.0 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 affected in case of rise over the base prices. Deductions shall be affected 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.

**39.0 Retention:**

a. The employer shall retain from each payment against Interim Payment Certificate issued to the contractor 5% amount of the sum of value of development work done + value of variations as agreed for payment + value of price escalation + certified value of day works. This retention shall continue to be deducted until the original development work completes. No retention will be deducted for work done during maintenance period.

b. On completion of the whole of the development works half (2.5% of the Contract sum) of the total amount retained (5% of the Contract Sum) will be repaid to the Contractor and half (2.5% of the Contract sum) on completion of the Defects Liability Period and after the employer has certified that all Defects notified to the contractor before the end of this period have been corrected.

**40.0 Liquidated Damages:**

40.1 If the contractor fails to complete the development 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

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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.

- 40.2 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.
- 40.3 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.
- 40.4 If the Completion Date is extended after liquidated damages have been paid, the employer shall correct any overpayment of liquidated damages to the contractor by adjusting the next payment certificate.

#### **41.0 Advance Payment**

- 41.1 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.

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41.2 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 employer.

41.3 The advance payment shall be recovered as mentioned in Contract Data.

**41.4 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.

**42.0 Securities**

42.1 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.

**43.0 Cost of Repairs**

43.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Commencement 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.

## **E. Finishing the Contract**

### **44.0 Deleted**

### **45.0 Taking Over**

- 45.1 When the whole of the works has 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 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 employer to issue a Taking over Certificate in respect of the works.

The employer shall, within 21 days of the delivery of such a notice, 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 employer's opinion, is required to be done by the contractor before the issue of such certificate.

The employer 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 employer, of the works so specified and remedying any defects so notified.

### **45.2 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 employer shall issue a Taking over Certificate in respect of:

- 45.2.1 Any section in respect of which a separate Time for Completion is provided in the Contract data,
- 45.2.2 Any substantial part of the permanent works, which has been both completed to the satisfaction of the employer and, otherwise than provided for in the contract, occupied or used by the employer, or
- 45.2.3 Any part of the permanent works, which the employer has elected to occupy or use prior to completion.

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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.

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

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

- i. The date of completion of the development works certified by the employer
- ii. The respective dates in case different dates of completion of the part works shall certified by the employer.
- iii. Defects Liability Period shall be up to a period of 6 months after completion of Plantation Development Period, but concurrent with Plantation Maintenance Period. Rectification works under Defects Liability shall not in any way preclude the responsibilities of the Contractor specified under Plantation Maintenance Period.

**45.3.2 Completion of outstanding work and remedying defects:**

- The contractor shall complete the outstanding work with due diligence all such work as listed by the employer at the time of issue of "Taking over Certificate "and also
- Execute all such work of amendment, reconstruction and remedying defects, shrinkages or other faults as the employer 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 employer, prior to its expiration, instruct the contractor to execute.

**45.3.3 Costs of remedying defects:**

Costs of all works referred to in clause 46.4.2 above shall be borne by the contractor, unless otherwise expressly stated in the contract.

**46.0 Claims:**

**46.1 Notice terms:**

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

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notice of his intention to the employer along with evidence for the said claim, with a copy to the employer, within 28 days after the event giving rise to the claim has first arisen. Employer may pay the said additional payment, if employer finds the claims of the contractor to be appropriate.

**46.2 Contemporary records:**

Upon the happening of the event referred to in sub clause 47.1 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 employer shall, on receipt of a notice under sub clause 47.1 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 employer to inspect all records kept pursuant to this sub clause and shall supply to him copies thereof as and when the employer so instructs.

**46.3 Substantiation terms:**

Within 28 days or such other reasonable time as may be agreed by the employer, of giving notice under sub clause 47.1 the contractor shall send to the employers 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 employer 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 employer, the contractor shall send a final account within 28 days of the end of the effects resulting from the event.

**46.4 Failure to comply:**

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

**46.5 Payment terms:**

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The contractor shall be entitled to have included in any interim payment certified by the employer pursuant to Tender clause such amount in respect of any claim as the employer, 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 employer 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 employer.

**47.0 Operating and Maintenance Manuals**

47.1 If “as built” drawings and/or operating and maintenance manuals are required, the contractor shall supply them.

**48.0 Termination**

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

**48.2 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 employer;
- b) The contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- c) The employer gives notice to correct a particular Defect and the contractor fails to correct it within a reasonable period of time determined by the employer, such act shall be deemed as a fundamental breach of contract;
- d) The contractor does not maintain a security which is required;
- e) 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;
- f) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- g) 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

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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.”

48.3 Notwithstanding the above, the employer may terminate the contract for convenience.

48.4 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.

48.5 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.

#### **49.0 Payment upon Termination**

49.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the employer 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.

49.2 If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the employer 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.

#### **50.0 Default of Contractor:**

50.1 If the contractor enters into voluntary or involuntary bankruptcy, liquidation or dissolution or becomes insolvent, or makes an arrangement with, or assignment in favor 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 reorganization, arrangement or readjustment of debts, proceedings are commenced against the contractor or resolution passed in connection

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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 employer , in his opinion, concludes that the contractor:

- a) has repudiated the contract,
- b) without reasonable excuse has failed
- c) to commence the works in accordance with sub clause of Tender or
- d) to proceed with the works, or any section thereof, within 28 days after receiving notice pursuant to sub clause of Tender,
- e) to comply with a notice issued pursuant to sub clause of Tender within 28 days after having received it, or an instruction issued pursuant to sub clause 30 despite previous warning from the employer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the contract or,
- f) has contravened sub clause regarding sub-contracting,
- g) 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 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.

50.2 Assignment of benefit of agreement: Unless prohibited by law, the contractor shall, if so instructed by the employer, within 14 days of such entry and termination referred to in clause of Tender 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.

**F. General Description and Scope of Work****51.0 Works & Site Conditions****51.1 Location of the work and approach:**

The Sabarmati Riverfront Development Corporation Limited (SRFDCL) on behalf of Ahmedabad Municipal Corporation (AMC) has undertaken the project of developing the Sabarmati River Banks in Ahmedabad City extending from up stream of Different location of SRFD Area.

This work is a part of the above stated project. For development of “**Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication Work at East and West side Different Location of Upper Promenade of Sabarmati River Front Development Project Area.**” The contractor has to work simultaneously to be carried out in co-ordination with various existing ongoing work.

If access to site is not available due to any litigation or due to any other situation, then, the contractor has to work according to directions given by Sabarmati Riverfront Development Corporation Limited.

**52.0 Housing, Water Supply and Material Storage etc.**

The contractor has to make his own arrangements for the housing of laborers. The land required for stacking of materials, site office may be available after approval. However, the area shall be under the possession of 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. The contractor shall hand over the possession of the land in its original condition in which it was given to the employer, if the employer or any Concerned Authority requires the land for any purpose whatsoever.

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.

**53.0 Materials****53.1 All materials plant and equipment and workman shall be:**

- d) of the respective kinds described in the contract and in accordance with the employer's instructions and

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- e) Subjected from time to time such tests as the employer may require a 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.
- 53.2 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 employer. No such consent is required for equipment used exclusively for the transportation of materials, labour, plant and machinery.
- 53.3 Employer shall not be liable for damage to contractor's equipment at any time whatsoever.
- 53.4 The contractor shall not bring on the site any hired contractor's 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 authorized to allow other contractors to use such hired equipment without any objections from the owner.
- 53.5 The costs of hire by the employer of the contractors hired plant and equipment as detailed in clause of Tender above shall be properly paid by the employer to the owner of the plant, machinery and equipment.
- 53.6 The provisions of the sub clauses of Tender shall be applicable to the sub-contractors appointed by the contractor in accordance with this contract.
- 53.7 All the above sub clauses of Tender do not in any way imply approval to any kind of materials used in the works.
- 53.8 All samples shall be supplied and tested by the contractor at his own cost.
- 53.9 The cost of all tests shall be borne by the contractor except the tests that are required by the employer which are clearly beyond the contractor's obligations of proving the quality and workman standards of all materials, equipment, plants and works. The employer shall determine the costs and time effects of such tests that are not a part of the contractor's obligations.
- 53.10 The contractor shall make his own arrangement for plants, equipment's, and machinery to be used in the execution of this work well in time after award of the contract and as per work program/schedule given by him.

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- 53.11 Contractor shall give employer a 24 hours' notice for inspection of works or witnessing of test. The contractor shall not proceed with the works or tests in case the employer does not attend.
- 53.12 The employer 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 employer'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 employer, contractor has to bear the time and cost effects of such retests as mutually agreed with the employer. The contractor shall have to make his own arrangement to get the power supply from concerned electric authority. In such case, the costs of electrical charges are to be borne by contractor.

**54.0 Labour Employment**

- 54.1 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.
- 54.2 Contractor shall furnish the employer during the progress of the works, classified weekly returns of the number of the people employed on the work during the week, every week. The report of skilled and unskilled labour shall be given in the prescribed form.
- 54.3 The contractor shall strictly observe 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.
- 54.4 The contractor, if directed by the employer 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 Weekly medical report showing the health of the contractor's labour camp (skilled or unskilled) and the number and the nature of their illness
  - A report of any accident, which may have occurred, within 24 hours of its occurrence.
  - To maintain hygienic condition in labour camp and construction site as per the rules and regulation of authority and health department.
  - Accident reports within 24 hours of occurrence of each accident.

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The contractor shall NOT:

- Import, sell give or barter alcohol, drugs or any prohibited items deemed to be breaching the law and order.
- Import, sell give or barter arms and ammunition.
- Indulge in any unlawful activity, unethical activity or any activity deemed to be breaching the law and order.

#### **55.0 Program Through Net Work Technique**

55.1 The contractor shall furnish a complete Bar Chart considering all activities right from the award of work to mobilization at site, procurement of materials, machinery's / equipment/ labour etc. for completion of the work in all respects and get it approved from the employer, 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 employer, in consultation with the contractor every month to assess the shortfall and to decide actions to be taken.

#### **55.2 The contractor shall further abide by the following instruction:**

- The contractor shall cooperate with the employer in clarifying or evaluating schedule and also for ensuring control or monitoring the progress of the work, as per approved schedule from time to time.
- The contractor shall Endeavour to minimize revision of the program/schedule as far as possible.
- The contractor shall immediately inform the employer whenever there is or there is likely to be, any change in his schedule.
- 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 equipment's etc. or as directed by the employer.

#### **56.0 Foreign Exchange Requirement**

It should be clearly understood that no foreign exchange sanction would be made available for either purchase of equipment's, 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 equipment's, materials, plants, etc. that may be required in carrying out the work shall be entertained.

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**57.0 Relation with Public Authorities**

The contractor shall comply with all obligations arising out of official 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. The contractor shall co-ordinate his activities during execution, with all agencies including Sabarmati Riverfront Development Corporation Limited, Design Consultants, Construction Management Consultants, agencies like Torrent, Ahmedabad Municipal Corporation (AMC), Ahmedabad Urban Development Authority (AUDA), Government of Gujarat, Ahmedabad Telephones and their representatives without any dispute.

**58.0 Register to be Maintained****58.1 Inspection Records and Registers**

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

**58.2 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 employer or his representative and comply with them. The contractor/s shall report the compliance to the employer within reasonable time so that it can be checked.

**58.3 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, 1948 and/or applicable Labour Laws for skilled and un-skilled labours.

**58.4 Log Book of Events**

All events are required to be chronologically logged in this book shift wise and date wise. The contractor shall sign the same. The Register Performa, Charts, etc. will be property of the Sabarmati Riverfront Development Corporation Limited.

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58.5 Any other register considered necessary by the employer shall be maintained at site in which the employer and the contractor/s shall sign the same. All registers, program, charts etc. will be the property of the Sabarmati Riverfront Development Corporation Limited.

58.6 **The contractor shall further abide by the following instructions:**

58.6.1 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.

58.6.2 Water for drinking purposes for laborers etc. shall also has to be arranged by the contractor at his own cost.

58.6.3 The bidder shall 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 plants, equipment's, supervision, survey works, power, water, sales tax / 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.

58.6.4 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.

58.6.5 **Court Jurisdiction**

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

**59.0 Equipment and Accessories**

**59.1 Earth Work Equipment**

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Equipment and its operations shall be all times to subject to approval of the employer.

The contractor shall provide all the equipment's and any other ancillary equipment, required for checking the performance by the employer 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 employer.

**59.2 General Guidelines**

Vibrations and noise produced during construction 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.

**59.3 Compliance with statutes and regulations:**

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

**60.0 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.

**61.0 Royalties**

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.

**62.0 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 employer, 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 employer may consider necessary.

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If the work or repair so done by the employer is work which in the opinion of the employer, 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 employer 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 employer shall notify the contractor accordingly, with a copy to the employer.

Provided that the employer shall, as soon after the occurrence of emergency as may be reasonably practicable, notify the contractor thereof.

**63.0 Special Risks:**

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

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

63.3 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.

63.4 The special risks are as defined in Tender of these conditions. Destruction caused by a projectile, missile or bomb is also included in special risks.

63.5 The contractor shall be entitled to payment in accordance with the contract on account of damages covered under special risks as stated in clause of Tender for any permanent work executed and for any material or plant so destroyed or damaged as required by the employer 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 employer shall determine an addition to the contract price in accordance to the sub clause of Tender, and shall notify the contractor accordingly with a copy to the employer.

63.6 The contractor shall inform by giving notice to the employer, as soon as events covered by special risks occur and the cost implications of these.

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63.7 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.

63.8 Proportionate demobilization costs towards manpower and machinery and plant.

**64.0 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 fulfill 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 19 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 of Tender if the contract had been terminated under the provisions of clause Tender.

**65.0 Changes in Cost and Legislation**

65.1 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**

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Signature of Bidder

## Contract Data

**The Employer is:**

Sabarmati Riverfront Development Corporation Limited (SRFDCL).

**Address:** 2<sup>nd</sup> Floor, "Riverfront House", Behind H.K. Arts College,  
Between Gandhi & Nehru Bridge, Pujya Pramukh Swami Marg  
(Riverfront-west), Ahmedabad-380009. Phone: 3294 9817.

**Name of authorized Representative of Employer:**

Executive Director, Sabarmati Riverfront Development Corporation Limited

The Commencement 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 **66Months** after the start date.

Rate Contract for Horticulture work time period may be extended by a separate contract between the Sabarmati Riverfront Development Corporation Limited (SRFDCL) and Contractor after completion of this maintenance period, or another Contractor may be selected.

The Site is located in Ahmedabad City

**Plantation and Maintenance work, Water Operation Work, Civil Work and Fabrication  
Work at East and West side Different Location of Upper Promenade of 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.

Annexure& Undertakings

General Conditions of Contract

Contract Data

Technical Specifications

Bill of Quantities

Pre bid Queries & Answers

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**Signature of Bidder**

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

The language of the Contract Document is English

The Schedule of Other Contractors: Nil

The Schedule of Key Personnel as specified.

Retention Money : 5%

This retention shall continue to be deducted until the original development work completes. No retention will be deducted for work done during maintenance period.

Defect Liability Period : 6 Months from the completion of works

Insurance cover i.e. Workmen Compensation Policy is required for Contract Period.

The Site Possession Date shall be the immediate next day on Award of Work

The period for submission of the program/schedule for approval of employer shall be 15 days from the date of Letter of Acceptance.

The currency of the contract is Indian Rupees.

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**Signature of Bidder**