

SABARMATI RIVER FRONT DEVELOPMENT CORPORATION LIMITED

2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and Nehru Bridge,
Ahmedabad - 380 009

BID DOCUMENT

RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL, ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD



Contract Package: Restoration Works

VOLUME- 01

- I) Instruction to Bidders
- II) General conditions of contract
- III) Special Conditions of Contract
- IV) Contract Data



BID DOCUMENT

FOR

**RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL,
ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD**

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**SABARMATI RIVER FRONT DEVELOPMENT CORPORATION
LIMITED**

2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and
Nehru Bridge, Ahmedabad - 380 009

BID DOCUMENT

FOR

**RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL,
ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD**

Issue to : Download the document from websites
<https://www.nprocure.com>

Information also available on : <http://ahmedabadcity.gov.in/> and
<http://sabarmatiriverfront.com> (For information
only)

Bidders Name :

Bidders Address :

Date of Issue : 18.03.2023

Form of Receipt of Bid Fee : Refer Contract Data

SABARMATI RIVER FRONT DEVELOPMENT CORPORATION LIMITED
2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and Nehru
Bridge, Ahmedabad - 380 009

Web Site: <http://sabarmatiriverfront.com>
Email: info-SRFDCL@gujarat.gov.in

MARCH - 2023



Sabarmati River Front Development Corporation Limited

Agreement No. _____

National Competitive Bidding (Civil Works)

Name of Work: **RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL, ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD**

Bidding Document Available From : **(Download the document from websites <https://amc.nprocure.com> OR <http://ahmedabadcity.gov.in/>)**

From 18.03.2023 onwards

Date & Place of Pre bid Meeting : Date **10.04.2023**; Time **15:00** Hours
Sabarmati River Front Development Corporation Limited, 2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and Nehru Bridge, Ahmedabad - 380 009

Last Date and Time for Online Submission of Bids : Date: **28.04.2023**, Time **16:00** Hours

Physical submission of Tender Fee, EMD and other tender documents : From **28.04.2023**, Time **16:00** Hours to date **28.04.2023** up to **17:30** Hours

Address : **Sabarmati Riverfront Development Corporation Limited**
2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and Nehru Bridge, Ahmedabad - 380 009

Time & Date of Opening Technical Bids: Date **28.04.2023**, Time **17:45** Hours

Place of Opening of Technical Bids : Sabarmati River Front Development Corporation Limited, 2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and Nehru Bridge, Ahmedabad - 380 009

Time & Date of Opening Financial Bids : Shall be declared at the time of opening of Technical Bid.

Officer Inviting Bids : Office of the Sabarmati River Front Development Corporation Limited, Ahmedabad

Websites for e tendering : **<https://www.nprocure.com>**



Details to be furnished along with application

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

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

The Bidder should submit all the forms electronically only.

Bidders who wish to participate in this tender shall have to register on www.nprocure.com Further bidders who had registered before 31/12/10 are required to register again on www.nprocure.com Further Bidders who wish to participate in online tenders shall 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 shall 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 Infotower, 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 Infotower, S.G. Road, Bodakdev,
Ahmedabad : 380054 (Gujarat)
Phone No.+9179-40007501/12/16/17/25,
+917930181689/7926857316/18
Fax : +9179- 40007533/26857321



DOWNLOAD OF TENDER DOCUMENT:-

The tender document for these work are available only in Electronic format which Bidder can download after paying the necessary tender fees as explained above.

SUBMISSION OF TENDER:-

Tenderer shall submit their offer in Electronic format on above mentioned website upto **16:00 Hrs.** on dt. **28.04.2023** after digitally signing the same. Offer which is not Digitally Signed shall not be accepted. No offer in physical form shall be accepted and any such offer if received by the Executive Director shall be out rightly rejected. Bidder shall have to submit separate account payee DD drawn in favour of The **Executive Director, SRFDCL**. For tender document fee and EMD in form of DD and FDR drawn in favour of The **Executive Director, SRFDCL** in physical form in the office of The **Executive Director, SRFDCL** as mentioned above before last date of submission as mentioned in the tender notice.

OPENING OF Technical Bid Only

The Technical Bid shall be opened on **28.04.2023** at **17:45** Hrs. on website **<https://nprocure.com>** as mentioned above. Intending bidders or their representative who wish to participate in online tender opening can log on to **<https://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 GM (Tech), 2nd floor, Dr. Ramanbhai Patel Bhavan, AMC West Zone Zonal Office, Usmanpura, Ahmedabad at the time of tender opening can do so. Only one representative of each firm shall be allowed to remain present.



GENERAL INSTRUCTIONS:

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



INVITATION FOR BID (IFB)



Sabarmati River Front Development Corporation Limited
2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and
Nehru Bridge, Ahmedabad - 380 009

**RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL,
ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD**

DISCLAIMER

The information contained in this bid document or subsequently provided to the bidders whether verbally or in documentary form by or on behalf of the Sabarmati River Front Development Corporation Limited (hereinafter called as **SRFDCL**) or any of their employees/ advisers/ consulting engineers 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 shall subsequently form a part of agreement between the successful bidder and the Sabarmati River Front Development Corporation Limited after modifications/ additions/ alterations as mutually agreed to.

This document does not purport to contain all the information the bidder may find necessary for the completion of works in a professional manner in accordance with good engineering practice. The bidder is required to check the accuracy, reliability and completeness of the information in this bidding document regarding the site, the accessibility, the working conditions, the climatic conditions, the water level, the availability of working and storage spaces etc. **SRFDCL**, its employees/ advisers/ consulting engineers 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



Sabarmati River Front Development Corporation Limited
2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and
Nehru Bridge, Ahmedabad - 380 009

**RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL,
ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD**

The **Executive Director, SRFDCL**, invites bids for the construction of works detailed in the table below from all bidders who are already registered with Corporation, Govt. of Gujarat or other state Government / Government of India or State / Central Government undertakings. **Bidders are advised to note the minimum qualification criteria specified in the clause 4 of the Instruction to Bidders to qualify for the award of the contract.** The bidders may submit bids for the following works.

Sr. No.	Name of Work	Estimated Value of Work (Rs.)	Bid Security (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5	6
1	RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL, ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD	3,22,03,072 (Without GST) GST will be paid separately	3,22,037 1% (One Percent) of the Estimated Cost	6,000.00	15 months (including monsoon)

1. Bids must be accompanied by security of the amount specified for the work in the table, payable at Ahmedabad and drawn in favour of The Executive Director, Sabarmati River Front Development Corporation Limited. Bid security shall 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 must be delivered to office of Sabarmati River Front Development Corporation Limited at above mentioned address from **16:00 hours on 28.04.2023 to 17:00 Hrs on 28.04.2023** and the technical bid shall be opened on the same day at **17:45 hours**, in the presence of the bidders of who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids shall be received and opened on the next working day at the same time and venue.
3. Clarification, if any are required, regarding the bidding document can be obtained from the Consultant on any working day.
4. Other details can be seen in the bidding documents.
5. **The fees for the tender document shall be submitted in separate envelope at the time of physical submission of tender.**

SECTION I

INSTRUCTIONS TO BIDDERS
(ITB)

Section I : Instructions to Bidders Table of Clauses

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A. General

1.0 Scope of Bid

- 1.1 The Executive Director, Sabarmati River Front Development Corporation Limited invites sealed bids for the construction of works (as defined in these documents and referred to as “the works”) detailed in the table given in the Invitation for Bid (hereinafter called as IFB.) from successful pre qualified bidders. The bidders may submit bids for the works detailed in the table given in IFB.
- 1.2 The successful bidder shall be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms; bid’ and ‘tender’ and their derivatives (bidder/ tenderer, bidding/tendering etc.) are synonymous.
- 1.4 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 Nationalised Bank/ICICI Bank/IDBI Bank/AXIS Bank/HDFC Bank (**Ahmedabad Branch Only**) payable in favour of **SRFDCL** at Ahmedabad.

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

Websites: <https://amc.nprocure.com> OR www.ahmedabadcity.gov.in

Sl. No.	Item	Description
1.4.1	Bidding Document Online Available From a. Date b. Time	To be downloaded from websites: https://www.nprocure.com Information available on: http://ahmedabadcity.gov.in/ http://sabarmatiriverfront.com Date: 18.03.2023 to 28.04.2023 up to 16:00 Hours.
1.4.2	Last date of online submission of Tender a. Date b. Time	28.04.2023 16:00 hours
1.4.3	Place for inspection of hard copy of the blank bid document	Sabarmati River Front Development Corporation Limited 2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and Nehru Bridge, Ahmedabad – (380009) Telephone: 079 2658 0430 Fax: 079 2755 1246
1.4.4	Cost of Document	INR 6,000/- (Six Thousand only)

1.4.5	Mode of payment	DD drawn in favour of Executive Director, SRFDCL payable at any scheduled Bank in Ahmedabad.	
1.4.6	Bid Security	INR 3,22,037/- (Three Lakh Twenty two Thousand Thirty Seven) In the Form of Bank Guarantee from Nationalised Bank/ICICI Bank/IDBI Bank/AXIS Bank/HDFC Bank (Ahmedabad Branch Only)	
1.4.7	Pre Bid Meeting a. Date b. Time c. Location	10.04.2023, 15:00 Hours Sabarmati River Front Development Corporation Limited, 2nd Floor, Riverfront House, B/h H. K. Arts College, Between Gandhi Bridge and Nehru Bridge, Ahmedabad - 380 009	
1.4.8	Performance Security	Bank guarantee from a nationalised bank (Ahmedabad Branch Only). Amount equal to 3% amount of contract sum	
1.4.9	Physical submission of Tender Fee, EMD and other tender documents (to be submitted on SRFDCL address)	From 28.04.2023, 16:00 Hours to date 28.04.2023 up to 17:30 Hours	
1.4.10	Bank Detail	Name of the Party	Sabarmati Riverfront Development Corporation Limited
		Name of the Bank	ICICI Bank Limited
		Branch	JMC House, Near Parimal Garden, Ambawadi, Ahmedabad
		IFSC Code of Bank	ICICI0000024
		MICR Code of Bank	380229002
		Bank Account Type	Current
		Bank Account No.	0024 0501 0080
		City	Ahmedabad
		Pan Card	AACCS118C
		Service Tax	AACCS1188CSD001
		GSTIN	24AACCS1188C1ZP
		Email	office@srfdcl.com

2.0 Source of Funds

The expenditure on this project shall be met with from the budget of Sabarmati River Front Development Corporation Limited.

3.0 Eligible Bidders

3.1 This Invitation for Bid is open to all Bidders who are already registered with, Govt. of Gujarat or other state Government / Government of India or State / Central Government undertakings.

3.2 All bidders shall provide a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Corporation to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

3.3 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.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued accordance with sub-clause 34.1.

4.0 Qualification of the Bidder

4.1 All bidders shall provide a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 As the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids..

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) Total monetary value of construction work performed for each of the last five years.

(c) Experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;

(d) Major items of construction equipment proposed to carry out the Contract;

(e) Qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(g) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources);

(h) Authority to seek references from the Bidder's bankers;

(i) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the

names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;

- (j) Proposals for subcontracting components of the Works amounting to more than 20 per cent of the Bid Price (for each, qualifications and experience of the identified subcontractor in the relevant field should be annexed); and
- (k) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specification within the stipulated period of completion as per milestones.

4.3 Bids from joint venture are not acceptable

4.4 The Qualification criteria are as per Pre Qualification Requirements;

Only bidders meeting / fulfilling the mandatory / eligibility criteria shall be considered for further process.

4.5 Each bidder should further demonstrate:

- (a) Availability (either owned or leased or by procurement) of the following key and critical equipment for this work:

Sr. No.	Type of Equipment	Capacity	Max. Age as on 15.03.2023	No. of Working Equipments
1.	Concrete Vibrators (Needle, Surface vibrators)	As per requirement	1 Year	2
2.	Water tanker/ Sprinkler		2 Year	1
3.	Power Driven Mobile Roller Pan Mixer		2 Year	1

The bidders should, however, undertake their own studies and furnish with their Bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

The bidder shall ensure the availability for these work minimum key personnel as given in the following table. Detailed bio-data of Project Manager and Materials & Quality Control engineer shall be submitted as part of Technical Bid. The bidder, however, can make its own assessment and is free to propose his/her own site organisation.

Sr. No.	Personnel	Qualification	No. of Person
1	Civil Engineer/ Project Manager	B.E. Civil + 15 Years Experience (10 Years as Manager)	1
2	Site Engineer	B.E. Civil + 5 Years Experience or Dip. Civil + 10 Years Experience	1
3	Survey Engineer	B.E. Civil + 5 Years Experience or Dip. Civil + 8 Years Experience	1
4	Material & Quality Control Engineer	B.E. Civil + 5 Years Experience or Dip. Civil + 10 Years Experience	1
Total			4

Stores, accounts and administration staff as per requirement.

(b) To qualify for contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5 (A) above.

4.7 Bidders who meet the minimum qualification criteria shall be qualified only if their available bid capacity is more than the total bid value. The available bid capacity shall be calculated as under:

$$\text{Assessed Available Bid capacity} = ((A \times N \times 2) - B)$$

Where,

A = Maximum value of Heritage Restoration works executed in any one year during the last seven years (updated to 2021-2022* price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value, at 2021-2022* price level, of existing commitments against ongoing works that is scheduled to be completed simultaneously with this work i.e. for which bid has been invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer, not below the rank of an Executive or equivalent.

4.8 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.; and/or

- 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 **SRFDCL** and/or their consulting engineer and other advisors in any manner whatsoever.
- Not submitted a Safety Manual
- Not submitted a proposed site organisation chart

5.0 One Bid for Bidder

The bidder may bid for one bid only.

6.0 Cost of Bidding

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

7.0 Site Visit:

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

- The form and nature of work and subsurface conditions
- The 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.

SRFDCL informs the bidder to be especially aware about the nature of work and site of work which is the Mahatma Gandhi Sabarmati Ashram, Ahmedabad. Method of construction should be planned for each activity considering these all the factors. Though a construction methodology has been suggested in the attached drawings, Bidders may devise their own construction methods based on suggested methodology and other relevant information about the site.

B. Bidding Documents

8.0 Content of Bidding Documents

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

Section	Particulars	Volume No.
	Invitation for Bids	1
I	Instructions to Bidders	
II	General Conditions of Contract	
III	Special Conditions of Contract	
IV	Contract Data	
V	Technical Specifications	2
VI	Bill of Quantities	3
VII	Drawings	4

8.2 Bidders can download the bidding documents from the web sites mentioned above. Documents to be furnished by the bidder as specified in this section in compliance to Clause 12.0.

8.3 The bidder is expected to carefully examine all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, Tender drawings 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.

9.0 Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by emails at the Employer's address indicated in the invitation to bid. The Employer shall respond to any request for clarification which he received earlier than 4 days prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its sources.

9.2 Pre-bid meeting

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which shall take place at the address, venue, time and date as indicated in this document face sheet.

9.2.2 The purpose of the meeting shall be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by emails to reach the Employer 03 days before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions that are raised during the meeting (without identifying the source of enquiry) and the responses given shall be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting shall not be cause for disqualification of a bidder.

10.0 Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda. **Bidders are requested to check and download bid 48 hours before time of submission and submit accordingly.**
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by emails to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by emails to the Employer. The employer shall assume no responsibility for postal delays.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 19.2 below.

C. Preparation of Bids

11.0 Language of the Bid

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

12.0 Documents comprising the Bid

12.1 The bid to be submitted by the Bidder shall be in two separate parts (refer clause 8.1).

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

- (i) Bid Security in the form specified in Clause 16.0
- (ii) Technical Information of the Bidder in prescribe format as per Annexure - I of Volume - 01 Bid Document (pursuant to Clause 4.0)
- (iii) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.
- (iv) Acceptance / non-acceptance of Dispute Review Expert in Clause 33.1
- (v) Affidavit as per format provided in Annexure – I Pre Qualification Criteria
- (vi) Minutes of Pre bid meeting, Corrigendum/ Addendum (If any).

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

- ~~(i) Form of Bid as specified in Annexure – II~~
- (ii) Priced Bill of Quantities for items specified in Section VI
- (iii) Undertaking in form given in Annexure - III

Only Part I shall be submitted physically with separate cover sealed and marked in accordance with the sealing and marking instruction

The Part II shall be submitted electronically only.

10.4 The bidder shall prepare two copies of the bid, marking them ‘Original’ and ‘Copy’ respectively.

10.5 Following documents, which are not to be submitted with the bid, shall be deemed to be part of the bid.

Section	Particulars	Volume No.
I	Invitation for Bids (IFB)	Volume 1
II	Instructions to Bidders	
III	General Conditions of Contract	
IV	Special Conditions of Contract	
V	Contract Data	
VI	Technical Specifications	Volume 2
VII	Drawings	Volume 4

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

13.0 Bid Prices

- 13.1 The contract shall be for the whole works as described in various documents as listed in Sub-Clause 8.1 including the priced Bill of Quantities submitted by the Bidder.
- 13.2 The bidder shall fill in percentage above or below the estimated cost put to the tender. The quoted percentage shall be equally weighed to all the individual items mentioned in the BOQ of the tender. The percentage above or below shall be quoted both in figures and words. Corrections if any shall be made by crossing out, initialling, dating and rewriting.
- 13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder, except otherwise stated in the Bid document.
- 13.4 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.

14.0 Currencies of Bid and Payment

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

15.0 Bid Validity

- 15.1 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.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request shall not be required or permitted to modify his bid, but shall 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.

16.0 Bid Security

- 16.1 The Bidder shall furnish, as part of his Bid, a Bid Security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of the **Executive Director, SRFDCL** and may be in one of the following forms:
- a) Deposit-at-call Receipt from any nationalised Indian Bank.
 - b) Bank Guarantee from any Nationalised Indian bank, in the format approved by the Employer/Engineer.
 - c) Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by any Nationalised Indian Bank/ICICI BANK/IDBI BANK only.
- 16.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

- 16.3 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.
- 16.4 The Bid security of unsuccessful bidders shall 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.
- 16.5 The Bid Security of the successful bidder shall be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.5.1 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; or
 - (ii) Furnish the required Performance Security.

17.0 Format and Signing of Bid

- 17.1 The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 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.
- 17.2 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 17.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 17.4 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.

D. Submission of Bids

18.0 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.

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

- Original and Copies, as the case may be
- Technical Bid: to be opened on **28.04.2023** at **17:45** hours, in the presence of Evaluation Committee comprising of representatives of Employer and Engineer.
- The contents of Technical Bid shall be as specified in Clause 12.1.

18.2 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.

18.3 In addition to the identification required in Sub-Clause 18.1 & 18.2, 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 Evaluation Committee declares the bid as non responsive pursuant to Clause 22 and bidder is not qualified technically.

18.4 If the outer envelopes are not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

18.5 **All information has to be submitted in prescribe format only. Any incomplete information provided shall not be considered for evaluation.**

19.0 Deadline for Submission of the Bids

19.1 Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated on the face sheet of the document. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids shall be received up to the appointed time on the next working day.

19.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

20.0 Late Bids

20.1 Any Bid received by the Employer after the deadline prescribed in Clause 19 shall be rejected and returned unopened to the bidder.

21.0 Modification and Withdrawal of Bids

- 21.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19 or pursuant to clause 21.
- 21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 17 & 18, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.
- 21.3 No bid may be modified after the deadline for submission of Bids, except in pursuant to clause 21.
- 21.4 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 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.

E. Bid Opening and Evaluation

22.0 Bid Opening

- 22.1 The Employer shall open all the Bids received (except those received late), including modifications made pursuant to Clause 21, in the presence of the Bidders or their representative who choose to attend at time, date and the place specified in Paragraph 3 of face sheet in the manner specified in Clause 19 and 22.3 in the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids shall be opened at the appointed time and location on the next working day.
- 22.2 Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.
- 22.3 The envelope containing “Technical Bid” shall be opened. The amount, from and validity of the bid security furnished with each bid shall be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 2), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid shall be returned to the bidder terming it as non-responsive.
- 22.4 Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security shall be taken up for evaluation with respect to information furnished in Part I of the bid pursuant to Clause 12.1.
- a. After receipt of confirmation of the bid security, the bidder shall be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
 - b. The bidders shall respond in not more than 7 days of issue of the clarification letter, which shall also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical Bid)
 - c. Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation committee shall finalise the list of responsive bidders whose financial bids are eligible for consideration.
- 22.5 If, as a consequence of the modifications carried out by the bidder in response to sub-clause 22.4, the bidders desire to modify their financial bid, they shall submit the modification in separate sealed envelope so as to reach the Employer’s address (refer sub-clause 18.2) before the opening of the financial bid as intimated in the clarification letter (refer sub-clause 22.4). The envelope shall have clear marking “MODIFICATION TO FINANCIAL BID- Not to be opened except with the approval of the Evaluation Committee”
- 22.6 At the time of opening of “Financial Bid”, the names of the bidders were found responsive shall be announced. The bids of only these bidders shall be opened. The remaining bids shall be returned to the bidders unopened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and Withdrawals, and such other details as the Employer may consider appropriate, shall be announced by the Employer at the opening. Any bid price or discount, which is not read out and recorded, shall not be taken into account in Bid Evaluation.

22.7 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.6.

23.0 Process to be Confidential

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

24.0 Clarification of Financial Bids

24.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.

24.2 Subject to sub-clause 24.1, 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.

24.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

25.0 Examination of Bids and Determination of Responsiveness

25.1 During the detailed evaluation of 'Technical Bids', the Employer shall determine whether each bid (a) meets the eligibility/qualification criteria defined in Clauses 3 and 4; (b) has been properly signed **and in prescribe format**; (c) is accompanied by required securities and; (d) is substantially responsive to the requirements of the 'Bidding Documents'. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids shall be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

25.2 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.

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

26.0 Correction of Errors

26.1 "Financial Bids" determined to be substantially responsive shall be checked by the Employer for any arithmetic errors. Errors shall 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 shall govern.
- 26.2 The amount stated in the “Financial Bid” shall 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 shall be the ‘bid price’ and the increase shall be treated as rebate;
 - b) If the bid price decreases as a result of the corrections, the decreased amount shall be treated as the ‘bid price’
- 27.0 Evaluation and Comparison of Bids**
- 27.1 The Employer shall evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 25.2.
- 27.2 In evaluating the Bids, the Employer shall determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- a) Making any correction for errors pursuant to Clause 26; or
 - b) Making an 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 21.0.
- 27.3 The Employer reserves the right to accept or reject any variation or deviation and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer. However the same shall not be taken into account in Bid evaluation.
- 27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer’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 31 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.
- 27.5 A bid which contains unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as ‘non-responsive’.

F. Award of Contract

28.0 Award Criteria

28.1 Subject to Clause 29, the Employer shall 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; and
- (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 shall in such cases be awarded to the next lowest bidder at his evaluated bid price.

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

29.0 Employer's Right to Accept any Bid and to Reject any or all Bids

29.1 Notwithstanding Clause 28, 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 of the grounds for the Employer's action.

30.0 Notification of Award and Signing of Agreement

30.1 The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period by writing or e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance" as per format given in Annexure – IV) shall state the sum that the Employer shall 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").

30.2 The notification of award shall constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 31.

30.3 The agreement shall incorporate all agreements between the employer and the successful Bidder. It shall be signed by the employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 15 days of receipt the successful Bidder shall sign the Agreement as per format given in Annexure – V) and deliver it to the Employer. Employer shall then issue notice to proceed as per Annexure – VI.

30.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer shall promptly notify the other Bidders that their Bids have been unsuccessful.

31.0 Performance Security

31.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in of the forms given below for an amount equivalent

to 3% of the Contract price (plus additional security for unbalanced Bids in accordance with Clause 27.4 of Information To Bidders as decided by the Employer if necessary).

- A bank guarantee in the form acceptable to the Employer; (From any nationalized bank of Ahmedabad Branch only) ; or

- Certified Cheque / Bank Draft as indicated in Appendix.

31.2 The performance security provided by the successful Bidder, in the form of a Bank Guarantee, should be issued by a nationalized bank only.

31.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

31.4 The Performance Security shall remain in force until the issuance of the Defects Liability Certificate and the security shall be returned to the Contractor within 14 days of the issuance of the Defects Liability Certificate.

31.5 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.

32.0 Advance Payment and Security

32.1 Advance payment will be provided by the Employer on the contract price as per contract data.

33.0 Dispute Review Expert /Arbitration

33.1 The Employer proposes to appoint Dispute Review Expert under the Contract, at daily fee to be finalised jointly with the bidder plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the bidder has not agreed on the appointment of the Dispute Review Expert, the Dispute Review Expert shall be appointed by the **Executive Director, SRFDCL**.

34.0 Corrupt or Fraudulent Practices

34.1 The Employer shall 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 shall declare the firm ineligible, either indefinitely or for a stated period of time.

34.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.1

Annexure - I

PRE QUALIFICATION REQUIREMENTS:

CONTENTS:

- B – 1 Description of Proposed Work**
- B – 2 Definitions**
- B – 3 Important Information for Bidder**
- B – 4 Submission**
- B – 5 Selection Process**
- B – 6 Qualification Criteria**

Important information to be provided by Bidder:

- C – 1 Declaration / under taking**
- C – 2 Company / Bidder Related information**
- C – 3 Information about Bid Capacity**
- C – 4 Summary of Similar Completed Projects during last 7 years**
- C – 4a Detailed information about Similar completed projects by Bidder**
- C – 4b Detailed information about ongoing projects by Bidder**
- C – 5 Quantities Executed by the Bidder during last 5 years**
- C – 6 Information about Information about the key personnel**
- C – 7 Information about litigation history**
- C – 8 Format for MoU with Specialized Agency**

B - 1. Description of Proposed Work:

The site for work is situated AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD in Old Wadaj area of Ahmedabad on West Bank of River Sabarmati.

General Information:

The work is of **RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL, ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD.**

Reference Photographs showing quality of finish expected in the proposed work from the bidder:

*The actual work shall be as per drawings, BOQ, and technical specifications document only and as per approval of Architect. The reference photographs are to portray expected aesthetical finish in the work.

Wooden Truss System



Country Tiles (Desi Naliya)



B - 2. Definitions:

1. The Executive Director, Sabarmati River Front Development Corporation Limited to be herein after referred as "Client".
2. **Project cost:** Project cost means cost of RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL, ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD.

Similar Project / Work: The word "Similar Project" means successfully completed work of Restoration of Heritage Buildings consisting work of Lime Plaster, Country Tiles & Wooden Truss System under government / semi government / private sector as a prime contractor. If all three items (Lime Plaster, Country Tiles & Wooden Truss) are not executed in one project, then works of Country Tiles & Wooden Truss should have been executed in one project and works of Lime Plaster in another project shall be considered.

Note: In case, if the bidder has completed the similar work substantially (90% of project) than the same shall be considered for evaluation.

B - 3. Important Information for Bidder:

1. If the Bid Document is taken in company's name, a 'power of attorney', in favour of the person who is authorized to sign the Bid document on behalf of the company, must accompany the Bid Document.
2. If name of the Bidder or constitution of the Bidder has changed or the Bidder has split in to two or more Bidders within the previous 10 years, then one of the director/ partner should be common in all companies and should be a qualified civil engineer. During the Bidder's last ten years he should be consistently engaged in construction activities. An affidavit for the same should be attached.
3. **Joint Venture will not be allowed and the Bidder should not have been Black Listed during this bidding stage with Government, Semi Government, Boards And Corporation.**
4. The pre-qualification requirements are explicitly stated in this document. Bidders are required to study these requirements in detail & make a Pre-Qualification bid as defined above completely meeting these requirements. The Pre Qualification bid must be complete in all respect leaving no scope for ambiguity.
5. Cost of Bidding: The Bidder shall bear all costs associated with the preparation or submission of their Bid, participating in discussion etc. Including costs and expenses related with visits to the site. The Employer shall not be responsible or liable for these costs and expenses regardless of the outcome of the Bidding process.
6. Failure to provide information which is essential to evaluate the bidder's qualifications or to provide timely clarification or substantiation of the information supplied may result in disqualification of the bidder / rejection of the Bid at any stage.

7. Proof for fulfilment of eligibility criteria mentioned in the bid should be submitted. If the Pre-qualification document is submitted without valid documents and without proof of eligibility criteria, the bid shall be rejected.
8. If Employer is convinced that the bidder has resorted to material misrepresentation or provided fraudulent information / statement, the said bidder shall be liable for disqualification / rejection at any stage.
9. No bidder shall contact Employer / Consultant on any matter related to its bid after the time of submission of Bid, unless requested so in writing. Any effort by bidder to influence Employer / Consultant in their decision in respect of Pre Qualification bid evaluation shall result in rejection of the Bid.
10. Canvassing in any form by the Bidder may lead to disqualification of their Bid.
11. Employer reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and also to cross check for any details as furnished by the Bidder(s) from past – executed projects / Employers / Consultants etc. It is to be noted that pre – qualification may be completed without seeking any subsequent additional information.
12. Employer reserves the right to reject all bids at any time without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s).
13. The scopes of work & project description are indicative and may change during Detail Design.
14. Information furnished in the Bid Document shall be kept confidential.
15. The bidder should have to appoint specialized agency for Electrical and ELV works.
16. The bidder has to submit original copy of the MOU between the bidder and specialized agency clearly identifying the scope, responsibility and financial liability etc. during submission of bid.

B – 4. Submission

1. The onus of providing, all necessary company / project related information in prescribed formats in hard copy only shall rest entirely on the bidder. Hard copies should contain one original + one duplicate so as to demonstrate Earnestness and Competency of the Bidder and to allow proper evaluation.
2. **All information has to be typed and submitted in the prescribed formats only.** Bidder should ensure that hard copy is without errors.
3. Bids duly filled with all the requisite information and supporting documents shall be submitted by the time and date as specified in the Notice. Bidder should ensure submission of complete information / documentation in the first instance itself.
4. Bidder is required to submit complete Pre Qualification bid in the order as given in Checklist enclosed separately in order to achieve the objective of maintaining uniform Pre Qualification bid structure from all the Bidders. These requirements must be adhered to by all the Bidders.
5. Bidders are advised to submit PQ Bids strictly in accordance with the requirements mentioned in the relevant clause.
6. Tenders are invited through two bid system:
 - a) First bid (Technical bid) contains Prequalification bid (Eligibility Criteria), general and special conditions of contract, technical specification and drawings.
 - b) **Second bid contains only Price Bid. This is to be submitted online only and not to be submitted in hard copy.**

B – 5. Selection Process

The selection process shall lay strong emphasis on,

- a) **Those Bidders who have done similar projects as defined in the B-2.**
- b) The ability and competency of Bidder to deliver High Quality work within stipulated time limit and their ability to Plan, Mobilize and Deploy infrastructural and manpower resources to ensure successful execution of work.

Evaluation:

- i. The qualification criteria are Eligibility Criteria.
- ii. To qualify, the bidder must have to fulfil all the Eligibility criteria mentioned in B-6
- c) The Bidder shall note the following:
 - i. It is essential for Bidder to submit Photographs - documentation during construction phase and after completion along with the respective certificates for Evaluation.
 - ii. As a part of prequalification process, evaluation of the performance of contractors for eligibility shall be done by Employer or a committee constituted by them. One or more eligible works completed may be inspected by committee of officers nominated by Employer.
 - iii. Bidder shall manage and facilitate for visits at his sites free of cost if necessary.

Even though the Bidders meet the qualifying criteria, they are subjected 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.
- Indulged in inducement of any official and/or their consulting engineer and other advisors in any manner whatsoever.
- 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.
- If the bidder is found black listed at the time of issuing of LOI, the bidder shall be considered black listed as per B-6. Bidder shall have to confirm about the same soon after the issue of LOI.
- iv. **Arbitration History: -**
 - The bidder shall provide complete information on Court Cases and/or arbitration resulting from Contracts completed or under execution by him over the last five years.

- A consistent history of arbitration awards / judgments against the bidder may result in disqualification.
- If the details of Arbitration History are hid by the bidder and later on it comes to knowledge of the Employer, the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.
- Additional information may be asked by the Employer if required, apart from form C-6
- v. The Bidder is expected to examine carefully all instructions, forms, format in the Document. Failure to comply with the requirements of Documents shall be at the applicant's own risk.
- vi. Financial bid of only those bidders shall be opened who are qualifying as per the Eligibility & Technical Criteria.

B – 6. Qualification Criteria:

To be eligible for the further evaluation, the bidder must fulfil all the Eligibility Criteria as below.

Sr. No.	Criteria	Documents to be submitted
1	The Bidder should have been involved in the Heritage Restoration work for last seven years or more. (ending on 15 March, 2023)	<ul style="list-style-type: none">Company / Partnership registration certificate (Incorporation Certificate).
2	The Bidder should have average annual turnover (only Heritage Restoration works) of not less than Rs. 2.0 Crores in the last three financial years ending on 31 March 2022 (i.e. 2019-20, 2020-21 & 2021-22)	<ul style="list-style-type: none">Details as per Form C-2.Copy of certificate from Chartered Accountant along with copy of Balance sheets.
3	The Bidder should have positive net worth	
4	The Bidder should have minimum Bid capacity of Rs. 2.74 Crores.	<ul style="list-style-type: none">Copy of bid capacity calculation sheet as prescribed in Form C-3.
5	The Bidder should not have been Black Listed during this bidding stage with Government, Semi Government, Boards and Corporation. The Bidder should provide information on any history or arbitration resulting from contracts in last five year or currently under execution.	<ul style="list-style-type: none">The applicant must submit a notarised affidavit to this effect.Details as per Form C-7
6	The Bidder should have successfully completed at least: One similar project as a prime contractor, of a minimum value of Rs. 2.58 Crores in last 5 years. (ending on 15 March, 2023) OR Two similar projects as a prime contractor, of a minimum value of Rs. 1.62 Crores each in last 5 years. (ending on 15 March, 2023) OR Three similar projects as a prime contractor, of a minimum value of Rs. 1.29 Crores each in last 5 years. (ending on 15 March, 2023)	<ul style="list-style-type: none">Copy of Work Order issued by the Employer to contractor.Copy of Final Completion Certificate issued by the Employer to contractor.Details as per Form C-4 <p>NOTE: Copy of certificate issued by Consultant/ PMC shall not be considered for evaluation.</p>

Sr. No.	Criteria	Documents to be submitted
7	<p>The Bidder should have successfully completed the above mentioned similar projects with good quality workmanship.</p> <p>NOTE: Evaluation of the workmanship/ performance of contractors shall be done by Employer or a committee constituted by them.</p> <p>At least One completed work may be inspected by committee of officers nominated by Employer or a committee constituted by them for assessment of workmanship.</p>	<ul style="list-style-type: none"> • Copy of Work Order issued by the Employer to contractor. • Copy of Final Completion Certificate issued by the Employer to contractor. • Details as per Form C-4a <p>NOTE: Copy of certificate issued by Consultant/ PMC shall not be considered for evaluation.</p>
8	<p>The minimum average work done per month by the Bidder for above mentioned project/s should be Rs. 0.20 Crore</p> <p>Average work done per month</p> $= \frac{\text{Actual cost of completed project}}{\text{Actual duration taken to complete the project (in month)}}$ <p>Note:</p> <p>Actual cost of completed project – Cost as per final completion certificate issued by Employer to contractor</p> <p>Actual duration taken to complete the project – Difference between date of start as per LOI and actual date of completion as per final completion certificate issued by Employer to contractor.</p>	<ul style="list-style-type: none"> • Copy of Work Order issued by the Employer to contractor. • Copy of Final Completion Certificate issued by the Employer to contractor. • Photographs Evidences of Employer / 3rd party audits for Quality assurance system. • Form C-4 & C-4a <p>NOTE: - Copy of certificate issued by Consultant/ PMC shall not be considered for evaluation.</p>
9	<p>The bidder should have executed at least 7 Cum. of Wooden truss System in any one year during last 5 years (ending on 15 March, 2023)</p>	<ul style="list-style-type: none"> • Details as per Form C-5 • Copy of Work Order issued by the Employer to contractor. • Copy of Final Completion Certificate issued by the Employer to contractor.
10	<p>The bidder should have executed at least 305 Sqmt. of Lime Plaster Work in any one year during last 5 years (ending on 15 March, 2023)</p>	<ul style="list-style-type: none"> • Details as per Form C-5 • Copy of Work Order issued by the Employer to contractor. • Copy of Final Completion Certificate issued by the Employer to contractor.

Sr. No.	Criteria	Documents to be submitted
11	The bidder should have executed at least of 179 Sqmt. of Country Tile fixing/installation work for any surfaces as a prime contractor in any one year during last 5 years (ending on 15 March, 2023)	<ul style="list-style-type: none"> • Details as per form C-5 • Copy of Work Order issued by the Employer to contractor. • Copy of Final Completion Certificate issued by the Employer to contractor.
12	<p>The Bidder should have at least 1 ongoing similar work.</p> <p>Note: Evaluation of the workmanship, approach and methodology adopted in ongoing similar work shall be carried out by Employer or a committee constituted by them.</p> <p>Committee of officers nominated by Employer or a committee constituted by them may visit ongoing work site for the same.</p>	<ul style="list-style-type: none"> • Details as per Form C-4b • Copy of Work Order issued by the Employer to contractor.
13	<p>The Specialized Agency should have successfully completed at least:</p> <p>One project as a Electrical Contractor, of a minimum value of Rs. 0.74 Crores in last 5 years. (ending on 15 March, 2023)</p> <p>OR</p> <p>Two projects as a Electrical Contractor, of a minimum value of Rs. 0.55 Crores each in last 5 years. (ending on 15 March, 2023)</p> <p>OR</p> <p>Three projects as a Electrical Contractor, of a minimum value of Rs. 0.37 Crores each in last 5 years. (ending on 15 March, 2023)</p>	<ul style="list-style-type: none"> • Original copy of the MOU between the bidder and specialized agency clearly Identifying the scope, responsibility and financial liability etc. • Copy of Work Order issued by the Employer to contractor. • Copy of Final Completion Certificate issued by the Employer to contractor. • Details as per Form C-8

NOTE: The value of completed works shall be brought to current costing level by following enhancement factor.

Year	Financial Year	Enhancement Factor
Base (B)	2021-2022	1.00
B -1	2020-2021	1.10
B -2	2019-2020	1.21
B -3	2018-2019	1.33
B -4	2017-2018	1.46
B -5	2016-2017	1.61

C. IMPORTANT INFORMATION TO BE PROVIDED BY BIDDER:

All Bidders are required to provide detail information as per requirements laid out in the following sections:

- C – 1 Declaration / under taking**
- C – 2 Company / Bidder Related information**
- C – 3 Information about Bid Capacity**
- C – 4 Summary of Similar Completed Projects during last 7 years**
- C – 4a Detailed information about Similar completed projects by Bidder**
- C – 4b Detailed information about ongoing projects by Bidder**
- C – 5 Quantities Executed by the Bidder during last 5 years**
- C – 6 Information about the key personnel**
- C – 7 Information about litigation history**
- C – 8 Format for MoU with Specialized Agency**

C – 1. Declaration / undertaking

[Letter head of the Bidder Bidder including full postal address, telephone nos., fax no., telex no., E mail address & website]

[Location _____, Dt. __/__/____]

To:	
The Executive Director Sabarmati River Front Development Corporation Limited. Ahmedabad	

Dear Sir,

Being duly authorized to represent and act on behalf of _____
_____ (hereinafter “the Bidder”), and having reviewed
and fully understood all the prequalification information provided, the undersigned hereby apply to
be prequalified by yourselves as a tenderer for the following contract under the [Name of Project]

Contact Name	Contact Number

Attached to this letter are copies of original documents (attested true copies) defining:

- a) The Bidder's legal status;
- b) Its principal place of business; and
- c) Its place of incorporation (for Applicants which are corporations); or its place of registration (for applicants which are partnerships or individually owned Bidders).

You and your authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and Employers regarding any financial and technical aspects.

This Letter of Application shall also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by you to verify statements and information provided in this application, such as the resources, experience, and competence of the Bidder.

This application is made in the full understanding that:

- a) PQ Bids by Bidder/s shall be subject to verification of all information submitted for prequalification at the time of bidding;
- b) “Employer” reserves the right to:
 - 1) Amend the scope and value of any contracts tendered under this project, in such event, tenders shall only be invited from pre-qualified applicants who meet the revised requirements.
 - 2) Reject or accept any application, cancel the prequalification process, and reject all application; and
- c) “Employer” shall not be liable for any such actions and shall be under no obligation to inform the Bidder of the grounds for such actions.

The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail.

I/We agree that the decision of “Employer” in selection of Bidder, phasing of works and in any other project related matter, shall be final and binding to me / us.

Yours Sincerely,

For and on behalf of	
Authorized Signature with stamp	
Name and title of Signatory	
Name of the Bidder:	
Address	

C – 2. Company / Bidder related information:

a)	Name of the organization/Bidder:	
b)	Address of the organization/Bidder:	
	Phone nos.:	
	Fax no. :	
	E-mail:	
c)	Name & Particulars of the Authorized Representative for the details furnished hereinafter:	
d)	Annual Turnover of the Bidder for the last 3 financial years (in Rs. Crores):	
	1) 2019-2020	
	2) 2020-2021	
	3) 2021-2022	
	Average:	
e)	Type of the Organization including particulars of Proprietor / Partners / Directors:	
	(Sole Proprietorship, Partnership, Private Ltd., Co-operative Body etc.)	
	(Attested copy of Deeds or Memorandum of Association to be enclosed)	
	1)	
	2)	
	3)	
f)	Certificates:	
	1) Employees Insurance Schemes Registration Certificates:	
	2) P.F. Registration Certificates.	
g)	Name of bankers and full address:	
	1)	
	2)	
h)	Financial Resources of Company:	
	(Rest. in Crores.)	
	1) Bank Facilities Available (Please attach copies wherever applicable)	
	Overdraft :	
	Guarantees :	
	Letters of Credit :	
i)	Information about Registered office, Head office and Branch office	

Note: The bidder / applicant should have to fill this information on their company letter head and enclosed separately.

C – 3. Information about bid capacity:

The bid capacity shall be worked out using the formula: -

Bid capacity = $[A * N * 2] - B$ = _____ (to be filled by Applicant)

Sr. No.	Nomenclature	Description	Details
01	A	Maximum value of Heritage Restoration works executed in any one year during last 7 years (as per table – 1 below)	
02	N	Number of years prescribed for completion of work for which bid has been invited.	
03	B	Value of existing commitments against ongoing works that is scheduled to be completed simultaneously with this work i.e. for which bid has been invited (as per table – 2 below)	

Table – 1, For Calculation of A (As specified in Form A – Criteria B):

	2015-16	2016 - 17	2017 - 18	2018 - 19	2019 - 20	2020 - 21	2021-22	Maximum Value
Value of Construction work executed (Rs. in lakhs)								

Table – 2, For Calculation of B:

Sr. No.	Name of work	Contract Amount (Rs. in Crores)	Value of works completed by 15 March, 2023 (Rs. in Crores)	Value of existing commitments against ongoing works that is scheduled to be completed simultaneously with this work i.e. for which bid has been invited (Rs. in Crores)
1				
2				
3				
4				
5				
**				
			Total Value	

**** Note:** Bidder may add rows in the above table (format) as per their list of ongoing project.

**C – 4. Summary of completed similar projects by Bidder during last 7 years
(15 March 2016 – 15 March 2023):**

Sr. No	Year	Project Name	Employer	Actual Project Cost (Rs. Crores)	Scope of Work which is similar to the project	Project duration (as per contract) (in months)	Actual duration (in Months)
Similar Project No. - 1							
Similar Project No. – 2							
Similar Project No. – 3							
Similar Project No. – 4							

**** Bidder may add rows as per their list of executed projects.**

Note:

Copy of Original or attested copies of work order, final completion certificate from Employer have to be attached.

C – 4a. Detailed information about Completed Similar Project by Bidder:

1	Project name:	
2	Employer:	Name :
		Address :
		Contact number :
3	Architect :	Name :
		Address :
		Contact number :
4	Structural Consultant:	Name :
		Address :
		Contact number :
5	Service Consultants:	Name:
		Address:
		Contact number:
<u>Project Data:</u>		
1	Type of Project	
	Scope of work which is similar to this project	
	Tendered Project cost (in Rs. Crores):	
	Actual project Cost (in Rs. Crores):	
2	Technical Data of Project	
	Quantity of Wooden Truss System (Cum.)	
	Quantity of Lime Plaster (Sqmt.)	
	Quantity of Country Tiles (Sqmt.)	
3	Project Timeline	
	Project duration (as per contract): (in months)	
	Work done per month (in Rs. Crores) – Certificate from Employer to be submitted.	
	Start date as per LOI (dd/mm/yy):	
	Actual Completion date as per final completion certificate issued by Employer (dd/mm/yy):	
	Actual duration (Months):	
	Reasons for delay (if any):	
4	Colored Project Photographs showing below:	
	a) Overall view	
	b) Additional photographs that may demonstrate the workmanship of work	
5	Presentation format in Hard Copy and Soft Copy	
	a) Construction methodology adopted for the work completed	
	b) Quality assurance plan (QAP)	
	c) Timeline management plan describing activities chart, its planned completion time, key milestones / checklist to ensure timely completion of project	

	Additional Data	
	Any penalty/ Bonus:	
	Litigation History, If any	
	Any claim/Dispute pending (with details of claim and award if any) :	
	Amount of claim / penalty	
	Employer Certificates attached:	Yes / No

Note:

Copy of Original or attested copies of work order, final completion certificate from Employer have to be attached.

C – 4b. Detailed information about ongoing Project by Bidder:

1	Project name:	
2	Employer:	Name :
		Address :
		Contact number :
3	Architect :	Name :
		Address :
		Contact number :
4	Structural Consultant:	Name :
		Address :
		Contact number :
5	Service Consultants:	Name:
		Address:
		Contact number:
<u>Project Data:</u>		
1	Type of Project	
	Tendered Project cost (in Rs. Crores):	
	Certified amount of completed works (in Rs. Crores):	
2	Technical Data of Project/s	
	Quantity of Wooden Truss System (Cum.)	
	Quantity of Lime Plaster (Sqmt.)	
	Quantity of Country Tiles (Sqmt.)	
3	Project Timeline	
	Project duration (as per contract): (in months)	
	Work done per month (in Rs. Crores) – Certificate from Employer to be submitted.	
	Start date as per LOI (dd/mm/yy):	
	Expected Date of Completion:	
	Reasons for delay (if any):	
4	Colored Project Photographs showing below:	
	a) Process of making lime mortar and its application	
	b) Fixing of country tiles	
	c) Fixing and joinery of wooden truss	
5	Presentation format in Hard Copy and Soft Copy	
	a) Construction methodology adopted for the ongoing work	
	b) Quality Assurance Plan (QAP)	
	c) Timeline management plan describing activities chart, its planned completion time, key milestones / checklist to ensure timely completion of project	
	Additional Data	
	Any penalty/ Bonus:	

	Litigation History, If any	
	Any claim/Dispute pending (with details of claim and award if any) :	
	Amount of claim / penalty	
	Employer Certificates attached:	Yes / No

Note:

Copy of Original or attested copies of work order, Certified RA Bills from Employer have to be attached.

C – 5. Quantities Executed by Bidder during last 5 years (15 March 2018 – 15 March 2023):

Sr. No.	Year	Project Name	Employer	Actual Project Cost (Rs. lakhs)	Scope of Work	Quantities		
						Wooden Truss System (Cum.)	Lime Plaster (Sqmt.)	Country Tiles (Sqmt.)
	2023							
1								
2								
....								
	2022							
1								
2								
....								
	2021							
1								
2								
....								
	2020							
1								
2								
....								
	2019							
1								
2								
...								
	2018							
1								
2								

Note:

Copy of Original or attested copies of work order, final completion certificate from Employer have to be attached.

C – 6. Information about the key personnel:

Form A – Information of Director/owner of company

1	Name	
2	Date of Birth	
3	Qualification with Year	
4	Years of Experience	

Form B - Information of the technical personnel proposed for this Project

Sr. No.	Proposed position for this project	Name of Candidates
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Note:

Bidder shall have to submit detailed CV for each person specified in each category as per the prescribed Form- B, below.

Form C – Curriculum Vitae

1	Proposed position for this project	
2	Name of candidate	
3	Date of Birth	
4	Qualification with Year	
5	Total Experience (in Years)	
6	Years with the present Employer	
7	Details of similar projects executed by applicant **	
7.1	Name of Project	
7.2	Name of Client	

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project:

From	To	Company / Project / Position / Relevant technical and management experience / Type of Project
**		

**** Bidder may add rows as per their list of executed projects.**

C – 7. Information about Litigation History:

Bidder should provide information on any history or arbitration resulting from contracts in last five year or currently under execution.

Year	Award for / or Against Bidder	Name of Employer cause of litigation and matter of dispute	Disputed amount in Rupees

Note:

If the information to be furnished in this schedule shall not be given and comes to notice, it shall subsequently result in disqualification of the bidder.

C – 8. MoU with Specialized Agency:

MEMORANDUM OF UNDERSTANDING (MOU) FOR _____ (Name of Specialized Work)
WORK

This MEMORANDUM OF UNDERSTANDING herewith referred to as MOU made on this day of _____
at _____ (Location) by and between:

Name of Bidder with address

AND

Name of Specialized Agency with address for **(name of Specialized Work)**

And assigns hereinafter referred to as “Parties” in the collective sense and each of which is referred to as

Name of Bidder & Name of Specialized Agency in the individual sense.

WHEREAS UP-PWD (herein referred to as Employer) has invited tender (hereinafter referred to as the (“project”) for the following work:

Name of the work

WHEREAS if the said project is awarded to “ _____ (Name of the bidder)” to execute the said project and it would also need items of “ _____ (Name of Specialized Work) Work“ and we the “ _____ (Name of the bidder)” hereby enter into this MoU with “ _____ (Name of Specialized Agency) “ for timely execution of various items of _____ (Name of Specialized work) Works as per the tender conditions and schedules there-in and further we mutually agree to execute the said project jointly but “ _____ (Name of the bidder)” will be solely responsible for the execution of the said projects as per the Bidding Documents.

IN WITNESS WHEREOF all the parties mentioned herein above have signed this MoU on the day, month and year first above mentioned.

No change shall be made in this agreement without prior consent of Employer and other party.

However, if the employer directs the parties to make changes in MoU agreement so as to fulfill the tender condition/requirement, the parties shall discuss with the employer and shall mutually agree for such changes as may be required to be made in the agreement.

In the interest of timely completion of the project, after discussion and getting all the details from the Employer, “ _____ (Name of Specialized Agency)” assures to meet the milestones and desired target of the projects.

We are aware that, in case the above schedule is not met with by us, we shall be liable for paying the Liquidated damages as prescribed in the tender documents for non fulfillment of assured scope of work.

Scope of Work

D. CHECK LIST:

Bidder shall fill this CHECK LIST and ensure that all details / documents as mentioned in the tender documents are submitted along with their Bid. Please tick the box and ensure compliance and specify the Page no. of Pre Qualification bid submitted.

Sr. No.	Details / Documents	Compliance (Yes / No)	Page No.
Documents required for Mandatory Criteria			
1.	Copy of certificate from CA for turnover data along with copy of audited Balance sheets for last three financial years, submitted		
2.	Calculation of Bid Capacity – (Schedule C – 3), submitted		
3.	Copy of work order and final completion certificate issued by Employer to the contractor for similar projects along with quantities.		
4.	Summary of similar completed projects (Schedule C – 4)		
5.	Details of similar completed projects (Schedule C – 4a)		
6.	Details of similar ongoing projects (Schedule C – 4b)		
7.	Quantities Executed in similar projects during last 5 years (Schedule C – 5)		
8.	Employer's Certificate for Work Start and Completion		
9.	Information about information about the key personnel (C – 6)		
10.	Information about Litigation History (Schedule C – 7)		
11.	Format for MoU with Specialized Agency (Schedule C – 8)		
Other Documents			
12.	Notarized affidavit for not having black listing history with Government, Semi-Government, Boards or Corporation and etc.		
13.	Copy of P.F. Registration Certificates, submitted		
14.	If name of the Bidder changed since establishment, details (certificate) for the same, submitted		
15.	Declaration / Undertaking (Form C – 1), Submitted		
16.	Power of Attorney / Authorization letter in favour of signatory of Bid, submitted		
17.	Company / Bidder related information (Form C – 2), submitted		
18.	Attested copy of Deeds or Memorandum of Association, submitted		
19.	Copy of Employees Insurance Schemes Registration Certificates, submitted		
20.	Copies of Financial resources / Bank facilities, whichever applicable, submitted		
21.	Profile of Owner / Director along with Passport size Photographs and Qualification certificate submitted		

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____
_____ have abandoned any work _____ in India
nor any contract awarded to us for such works have been rescinded, during last five years
prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation
to furnish pertinent information deemed necessary and requested by the Department to
verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be
requested, and agrees to furnish any such information at the request of the Department /
Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

Date

Annexure – II
Contractor's Bid (To be submitted with financial bid only in online submission)
Description of the Works:

BID

To _____ : The Executive Director,
 _____ Sabarmati River Front Development Corporation Limited
Address _____ : 1st Floor, Dr. Ramanbhai Patel House, West Zone Office,
 Ahmedabad Municipal Corporation, Usmanpura, Ahmedabad 13

Gentlemen,

Having examined the bidding documents including addendum, visited the site of works, we offer to execute the Works described above in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities accompanying this Bid at the quoted percentage above/below* the contract price mention in Bid BOQ at arrived contract Price of _____ [in _____ figures] _____)
 (_____)
 [in letters]¹:

The advance Payment required is: Rupees _____.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

-(if none, state "none")

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

*: **Strike out which is not applicable.**

We attached herewith proof of submission of income tax returns along with profit & loss statement attached with tax returns.

Yours faithfully,

Authorised Signature _____ : _____
 Name & Title of Signatory _____ : _____
 Name of Bidder _____ : _____
 Address _____ : _____

¹ To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the Form of Bid.

Annexure - III
UNDERTAKING

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

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

Date

Annexure - IV
Letter of Acceptance

(Letterhead paper of the Employer)

_____ [date]

To: _____
[name and address of the Contractor]

Dear Sirs,

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 Bidders² is hereby accepted by our Agency.

We accept that _____ the appointment of Dispute Review Expert.

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

[OR]

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

[Delete whichever is not applicable]

You are hereby requested to furnish Performance Security, plus additional security for unbalanced Bids in terms of ITB Clause 27.4, in the form detailed in Para 31.1 of ITB for amount of Rs. _____ within 15 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of Defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 31.3 of ITB shall be taken.

We have reviewed the construction methodology submitted by you along with the bid in response to ITB Clause 4.2 and our comments are given in the attachment. You are requested to submit a revised Program including environmental management within 14 days of receipt of this letter.

Yours faithfully,

Authorised Signatory

Name and Title of Signatory

Name of Agency

² 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.

Annexure - V Agreement Form

Agreement

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of _____
was hereunto affixed in the presence of:

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

Binding Signature of Employer _____

Binding Signature of Contractor _____

Annexure - VI
Issue of Notice to Proceed with the Work
(Letterhead of the Employer)

_____ [date]

To:

_____ [name and address of the Contractor]

Dear Sirs,

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

Yours faithfully,

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

Annexure - VII
Form of Bid Security (Bank Guarantee)

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

KNOW ALL MEN by these presents that We _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [Name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid:
or
- (2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidders: or
- (3) 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 shall note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee shall 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)



SECTION II

GENERAL CONDITIONS OF CONTRACT



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A. General

1.0 Definitions

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

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

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

“Commencement Date” means the date on which the Contractor receives from the Engineer the notice to commence works.

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

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

“Contract” means the contract agreement between the Employer and the Contractor to execute, complete and maintain the Works as described in details in various documents listed in clause 4 of “ The Contract Agreement “.

“Specifications” means the specification of the works included in Contract and/or modifications/alterations made thereto by Contractor and approved by the Engineer.

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

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

“Contractor” means a person / corporate body / registered company whose 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.

“Sub contractor” means any person/corporate body/ registered company to whom a part of the works have been subcontracted with the consent of the Engineer.

“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 Engineer other than the final payment certificate.



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

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

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

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

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

“**Engineers Representative**” means the person appointed by the Engineer for carrying out such duties and exercising such authority as delegated to him from time to time by the Engineer with written intimation to the Employer and the Contractor.

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

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

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

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

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

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

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

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

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

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

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

2.0 Interpretation



- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings and marginal notes have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. All the notices, consents, approvals, certificates, decisions, determinations to be given under this contract by all the concerned parties (Employer, Engineer and Contractor) shall be given in writing only.
- 2.2 If sectional completion is specified in the Contract Data, The completion date for each section of work is arrived at by counting the period of completion assigned for that section of work from the date of commencement assigned to that section of the work.
- 2.3 The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguities and/or discrepancies the same shall be explained and adjusted by the Engineer 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) Bill of Quantities
 - (6) The Contract Data
 - (7) The General Conditions of Contract
 - (8) The Special Conditions of Contract
 - (9) The Technical Specifications
 - (10) The Drawings
 - (11) 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.
- 3.2 If the Contractor's authorised representative is not, in the opinion of the Engineer, 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 Engineer's Decisions

- 4.1 Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Employer and the Contractor as specified in the contract.
- 4.2 Except as expressly stated in the contract, the Engineer shall have no authority to relieve the contractor of any of his obligations under the contract.
- 4.3 Engineer shall act impartially while dealing with the contractual matters arising between the Contractor and the Employer while
- Giving decisions, opinion or consent,
 - Expressing his satisfaction or approval,
 - Determining value, or



- Otherwise taking decisions which may affect the rights and obligations of the Employer or the Contractor

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

5. Delegation, 7. Subcontracting, 17.5, 17.6 and 17.7 Suspension of work, 20. Possession of site, 30. Extension of completion date, 41 Valuation of variations, 47. Price variation, 49. Liquidated damages, 54. Taking over, 55. Claims, 57. Termination, 59. Default of Contractor

And any other sub clauses that shall have cost or time implications on the Contract.

5.0 Delegation

5.1 Engineers Representative (Team Leader in this case) shall be appointed by the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under sub clause 5.2 from time to time.

5.2 The Engineer may delegate in writing any of his duties and responsibilities to other persons appointed by the Engineer or the Engineers Representative to carry out the duties assigned to him under the contract (except to the Dispute Review Expert) after notifying the Contractor in writing) and may cancel any delegation in writing after notifying the Contractor.

6.0 Communications

6.1 A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

6.2 All communications from Engineers Representative shall have the same effect as though given by the Engineer. The Engineer shall however retain the authority to disapprove any work, materials or Plant in the event of the Engineers Representative failing to do so or revoke the decisions/instructions issued by the Engineers Representative.

6.3 All certificates, notices or instructions to be given to the Contractor by the Employer or the Engineer under the terms of Contract shall be sent by post, cable, fax, e-mail to or placed at the Contractors principal place of business or such other address as the Contractor shall nominate for that purpose.

6.4 Any notice to be given to Employer or to the Engineer under the terms of the Contract shall be sent by post, cable, fax or e mail to or left at the respective addresses nominated for that purpose given in contract data.

6.5 Change of address shall be informed to respective parties well in advance.

7.0 Subcontracting

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



8.0 Other Contractors

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

9.0 Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Bid document to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer shall approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Engineer asks the Contractor to remove a person, for his misconduct or inadequacy of technical skills and experience, who is a member of the Contractor's staff or his work force, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3 No residential accommodation is allowed at the site of work. The labour huts shall not be erected on the site of work and contractor shall make his own arrangements to provide such accommodations as per the rules of the local bodies. He shall make his own arrangements for housing, stores, field office etc. He shall submit a site layout plan indicating the location of various site facilities to be created by him at his cost for the execution of work. The Owner shall in no way be responsible for any delay on this account and no claim on this account whatsoever shall be entertained.

9.4 A Project Manager/ Civil Engineer who is a graduate civil engineer having a minimum fifteen years of experience in similar nature shall always be available at the site during the actual execution of the work. This is in addition to the number of graduate engineers (of civil and other disciplines as required) who shall be appointed by contractor to execute all items of work.

10.0 Deleted

11.0 Employer's Risks

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

12.0 Contractor's Risks

12.1 All risks of loss or damage to physical property and of personal injury, death which arise during and in consequence of the performance of the Contract, are the responsibility of



the Contractor. Contractor shall rectify damages to works, loss of materials, property, plant and machinery, life etc. at his own costs

- 12.2 The contractor shall assume all liability, financial or otherwise in connection with his contract and shall protect and indemnify the Employer from any and all damages and claims that may arise on any account. The contractor shall indemnify the Owner against all 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 shall be rectified by contractor at his own cost. The contractor should preserve and protect the surrounding property/ building during the entire course of work. Any such damage shall be rectified by contractor at his risk and cost.

13.0 Insurance

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



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

14.0 Site Investigation Reports

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

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

14.2.1 The contractor may carry out independent soil investigations to acquaint himself with the sub-soil conditions. No payment shall be made to him for this purpose. The Owner shall not bear any responsibility for the lack of such knowledge and also the consequences thereof to the contractor. The information and site data shown in the drawings and mentioned in the tender documents have been furnished, in good faith, for general information and guidance only. The Employer/Engineer 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.

15.0 Queries about the Contract Data and Contract agreement

15.1 The Employer / Engineer shall clarify queries on the Contract Data. These clarifications shall form a part of the Contract and shall be binding on both the Employer and the Contractor.

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

16.0 Contractor to Construct the Works

16.1 The Contractor shall with due care and diligence design (to the extent as provided for in the contract), execute and complete the works and remedy the defects if any in accordance with the provisions of the contract.

16.2 Contractor shall provide all superintendence; labour, materials, plant, equipment and all other things as may be required to design, execute, complete and maintain during defects liability period the works. (Refer clause 16.1 above).

16.3 Any defect, error, omission, fault shall be immediately brought to the notice of the Engineer before or during the execution of the works.



16.4 The Contractor shall take full responsibility for the adequacy, stability, safety of all site operations and methods of construction. Contractor shall not be responsible for the design and specifications of the Permanent works not designed by him.

16.5 The Contractor shall be responsible for:

- The accurate setting out of the Works in relation to original lines, levels and points of reference given by the Engineer 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 Engineer.

16.6 The checking and approval by the Engineer of any alignments, levels and setting out shall not relieve the Contractor of his responsibility for accuracy thereof.

16.7 Site Infrastructure

The Contractor shall provide a well-equipped site office for the Engineer and his staffs for the complete duration of the contract including defects liability period. Following facilities are to be provided.

- Office area of 40 sq.m.
- Well ventilated sitting area with fans and with 1 A. C. Cabins of 10 sq. m. each and conference cum meeting room with conference table, revolving chairs of Godrej make and appropriate size of display board.
- Tables, chairs and cupboards of Godrej make of appropriate size suitable for offices.
- One I-7 computer of H.P. make with 17" monitor, 80 GB HDD, emails, combo drive, H.P. Laser jet Printer and Internet facility.
- Drinking water facility
- One vehicle with not more than 2 years old for 24 hrs with driver in two shifts including fuel and maintenance.
- Toilets

17.0 The Works to Be Completed by the Completion Date

17.1 The Contractor may commence execution of the Works on the Commencement Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Completion Date.

17.2 The Employer shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connection at all and no claim whatsoever on this account shall be entertained from the contractor. Also contingency arrangement of standby water & electric supply shall be made by the



contractor for smooth progress of the work on account of power failure or disconnection for any reason whatsoever it may be. No claim of any kind whatsoever shall be entertained on this account from the contractor. Nothing extra shall be payable on this account.

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

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

17.5 Suspension of work

The Contractor shall, on the instructions of the Engineer, suspend the progress of the works or part thereof for such time and in such manner as the Engineer 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 Engineer. Unless such a suspension is:

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

Following sub clause shall apply.

17.6 Effect of suspension.

With reference to clause 17.5 the Engineer shall after due consultations with the Employer and the Contractor determine

- i. The time effect of such suspension on the contract period and
- ii. The cost effect of such suspension on the contract price.

And shall notify the Contractor with a copy to the Employer.

Approval by the Engineer

17.7 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who shall approve them if they comply with the Specifications and Drawings.

17.8 The Contractor shall be responsible for design of Temporary Works.



17.9 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.10 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

18.0 Safety

18.1 The Contractor shall have full regard throughout execution, completion and defects liability period to following safety aspects and shall take all necessary steps to ensure that danger to safety is avoided all the time in respect of

- a. Safety of the works
- b. Safety of the Contractors employees and all the persons directly or indirectly engaged by him for the works
- c. Safety of all the employees including persons working on other contracts of Employer at the same site of the Employer and Engineers employees engaged at work site.
- d. Any authorised third party persons on the site.
- e. Contractors plant and equipment

18.2 Contractor shall provide and maintain at his costs all lights, guards, fencing, warning signs, watching when and where necessary or required by Engineer or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

18.3 Contractor shall take all reasonable steps to protect the environment on and off the site and avoid damage or nuisance to persons or property of the public and others arising as a consequence of his method of operation.

18.4 The contractor shall maintain in good condition all work throughout execution, completion and defects liability period. The contractor shall be responsible for and to make good all injuries, damages and repairs, rendered necessary by fire, rain, traffic, floods or other causes.

18.5 All the scaffolding work, wherever required for the execution of work, shall be provided by the contractor. Nothing extra shall be payable on this account. It shall be provided strictly with double scaffolding system with all the accessories etc. with adjustable suitable working platforms to access the areas, with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. It shall be ensured that no damage is caused to any structure due to scaffolding.

18.6 All temporary warning/ caution boards display such as "Construction Work in progress", "keep away", "No parking" etc. shall be provided and displayed during day as well as night time by the contractor, wherever required and as directed by the Engineer

18.7 Arrangement of temporary water and electricity and telephone connection required, by him, shall be made by the contractor at his own cost and also necessary permissions directly from relevant Owners shall be obtained by him under intimation to the Owner. Also all initial and running charges and security deposit, if any in this regard shall be borne by him. The contractor shall abide by all the rules/ bye laws applicable in this



regard and he shall be solely responsible for any penalty on account of violation of any of the rules / byelaws in this regard.

18.7.1 The contractor shall be responsible for maintenance and watch and ward of the complete installation and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The contractor shall indemnify the Owner against any claim arising out of pilferage / theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after the clearance is obtained from the local authorities from whom temporary electric/ water / telephone connection have been obtained by the contractor.

18.8 The contractor shall depute Site Engineers & skilled workers as required for the work. Necessary protective and safety equipments shall be provided to them by the contractor at his own cost and used at site.

18.9 Security & Traffic Arrangements

In event of any restriction being imposed by the Security Staff of Owner, Sabarmati River Front Development Corporation, traffic or any other local governing body having control over the project, on the working or movement of labour, materials, the contractor shall strictly follow all such restrictions or instructions issued regarding the same and nothing extra shall be payable to the contractor on account of such restrictions or instructions. In case of loss of time on this account if any, shall have to be made up by generating additional resources etc.

General security restrictions are given as under:

- i. The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authorities.
- ii. The contractor shall inform in advance, if required, the truck registration numbers ownership of the trucks, names and addresses of the drivers for necessary action by the security agency.
- iii. As and when there shall be security requirements, certain additional restrictions can be imposed as per the requirement of the situation.
- iv. No claim whatsoever shall be entertained by the Owner on account of any restriction that can be imposed as per the requirement of the situation.

18.10 No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. However, reasonable quantity may be permitted for storage, subject to the compliance of all rules & instructions issued by the relevant authorities and as per the direction of Engineer in this regard.

18.11 The contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible thereof.

19.0 Discoveries

19.1 Anything of geological or archaeological or other interest or articles of value or antiquity discovered on the Site shall be the absolute property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them without damages, thefts etc. In carrying out the Engineers instructions



to dealing with such articles if the contractor incurs extra costs or suffers delays, the Engineer shall determine after due consultation with the Employer and the Contractor amounts of such costs and extension of time in accordance with the corresponding clauses of the contract.

20.0 Possession of the Site

- 20.1 The Contractor shall commence the work as soon as is reasonably possible on receipt of the “commencement of work notice” from the Engineer.
- 20.2 The Employer shall give possession of parts of the Site to the Contractor from time to time as agreed in the contract in the order in which such portions shall be made available to the Contractor. This shall be based on the contractor’s construction programme and method of construction.
- 20.3 The site of work shall be always kept clean. The excavated material shall be disposed off as directed by the Engineer, from the premises and all necessary permissions in this regard from the local bodies shall be obtained by the contractor. The water / slush / bentonite slurry etc. shall not be allowed to be collected at site or to be discharged into public drainage system. The work shall be carried out in such a way that the area is kept clean and tidy without causing any nuisance due to overflowing or spilling of bentonite slurry or any other material all over the place. Nothing extra shall be payable on this account.
- 20.4 If the Contractor suffers delays and /or incurs costs on account of delays in giving possession of site from the Employer in accordance with sub clause 20.2 and 20.3, the Engineer shall then decide if any extension of time and/ or amount of such costs in accordance with the terms and conditions of the contract and notify the Contractor and Employer accordingly.

21.0 Access to the Site

- 21.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access 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.

22.0 Instructions

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

23.0 Settlement of Disputes:

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



Procedure for Disputes resolution:

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

24.0 Avoidance to damage of roads. :

- 24.1 The Contractor shall ensure that no damage to roads and bridges on the route to the sites occurs due to his or his subcontractor's traffic. He shall ensure minimum possible hindrance to the traffic movements on public roads and bridges due to his materials, plant, temporary works etc. No materials shall be stacked on public roads and thoroughfares.

25.0 Transport of Contractor's equipment :

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

26.0 Opportunities and Facilities for other Contractors:

26.1 Opportunities:

The Contractor shall afford all reasonable opportunities to

- a. Any other contractor and his workmen engaged by the Employer
- b. The Workmen of the Employer
- c. Workmen of any other agency permitted by the Employer to work in or around the site of works.

26.2 Facilities:

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



27.0 Contractor to keep site clean:

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

28.0 Clearance of site on completion:

28.1 The Contractor shall clear away and remove all Contractors equipment, surplus materials, rubbish, temporary works of every kind, except those Contractors 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 workmanlike condition to the satisfaction of the Engineer on issue of the Taking Over Certificate.



B. Time Control

29.0 Programme

- 29.1 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).
- 29.2 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for his consent a Programme showing the general methods of construction, arrangements, order, and timing and sequence for all the activities, resource schedules including material, manpower and machinery and equipment scheduling monthly cash flow forecast and any other details the Engineer may require.
- 29.3 If at any time it should appear to the Engineer that the actual progress of works does not confirm to the programme to which consent has been given as per clause 29.2 above, the Contractor shall produce, at the request of the Engineer, a revised programme showing modifications to the programme consented to under clause 29.2 above necessary to ensure completion of works within the Time for Completion.
- 29.4 If the Contractor fails to submit such a revised programme, the Engineer 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.
- 29.5 The Engineer's consent to the Program shall not relieve the Contractor from his duties and responsibilities under the contract.
- 29.6 The Engineer shall monitor the rate of progress of work. In case the Engineer 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.

30.0 Time for completion and Extension/s of Time for completion

- 30.1 The whole of the works, and if applicable any section of the works required to be completed within a particular time as stated in the Contract data, shall be completed within the stipulated time for the whole of the works or the Section (as the case may be) calculated from the Commencement Date, or such extended time as may be allowed under following sub clauses.
- 30.2 The Engineer 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
 - 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.



- vi. The Engineer shall notify the Contractor about all such extension of time with a copy to the Employer.

30.3 The Engineer shall however not be bound to make any determination unless the Contractor

- a. has notified the Engineer 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.

31.0 Delays Ordered by the Engineer

31.1 The Engineer 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.

32.0 Management Meetings

32.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

32.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

33.0 Early Warning

33.1 The Contractor is to warn the Engineer 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 Engineer 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.

33.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

34.0 Drawings and contract documents:

34.1 The drawings shall remain in the sole custody of the Engineer, but two copies thereof shall be provided to the Contractor free of cost. The Contractor can avail a soft copy from the Engineer for making further copies at his cost. All the contractual documents and drawings shall not be given to a third party or used for any other purpose than contractual work. On receipt of the Defects Liability Certificate, the Contractor shall return all the drawings and the Contract documents including the drawings to the Engineer.

Four hard copies and two soft copies of the drawings, specifications and other documents (submitted by the Contractor and approved by the Engineer for all temporary and permanent works in accordance with the contract requirements) shall be submitted by the Contractor to the Engineer, free of cost.



34.2 Disruption of progress:

The Contractor shall give notice to the Engineer with a copy to the Employer, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

34.3 Delays and Cost of Delay of Drawings:

If by reason of any failure or inability of the Engineer to issue, within a time reasonable in all circumstances, any drawing or instruction for which the Contractor has given a notice in accordance with clause 33, the Contractor suffers delay and/or incurs cost then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

34.4 Any extension of time to which the Contractor is entitled.

34.5 The amount of extra costs to be added to contract price on account of delays in issue of drawings.

34.6 Supplementary drawings and instructions: The Engineer shall have authority to issue supplementary drawings and instructions to the Contractor. The Contractor shall carry out and be bound by the same



C. Quality Control

35.0 Quality of Materials, Plant and Workmanship

- 35.1 All materials, plant and workmanship shall be:
- a. Of the respective kinds and quality as described in the contract and in accordance with the Engineers instructions and subject to tests as the Engineer 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 Engineer 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.
- 35.2 The Engineer 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 Engineer and his personnel for this at no extra costs. Contractor shall inform before 24 hrs for any inspection/testing.
- 35.3 On inspection, if the Engineer 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.
- 35.4 All work or any part of shall be covered up only after approval of the Engineer in respect of the quality of materials used and workmanship.
- 35.5 The Contractor shall uncover any part of the work or make openings in or through as required by Engineer from time to time for inspection and shall make good such part only after approval of the Engineer to such covered up work.
- 35.6 In case of default on the part of the contractor in removal and making good of any defective materials, workmanship and/or plant, the Employer shall engage another agency to carry out the same at the Contractors risks and costs.

36.0 Tests

- 36.1 If the Engineer 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 Engineer at contractor's cost.

37.0 Correction of Defects during Defects liability period

- 37.1 The Engineer 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.
- 37.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

38.0 Uncorrected Defects during Defects liability period

- 38.1 If the Contractor does not rectify or correct a defect within the time specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected, and



the Contractor shall 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 Engineer.

38.2 Only the Defects Liability Certificate referred to in following clause shall be deemed to constitute the approval of the works.

38.3 Defects Liability Certificate:

The Defects liability certificate shall be given by the Engineer to the Employer, with a copy to the Contractor, within 28 days of the expiry of the Defects Liability Period. The Contract shall remain incomplete until issue of the Defects Liability Certificate.

38.4 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 Engineer.

38.5 Payment of balance amount of retention money shall not be interlinked with the issuance of the Defects Liability Certificate.

38.6 **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

39.0 Bill of Quantities

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

40.0 Variations

- 40.1 The Engineer shall make any variation of form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:
- Increase or decrease the quantity of any work included in the contract,
 - Omit any such work,
 - Change the character or quality or kind of any such work,
 - Execute additional work of any kind necessary for the completion of the Works or
 - Change any specified sequence or timing of construction of any part of work.

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

- 40.2 The Contractor shall not make any such variation without an instruction of the Engineer. No instruction is required for quantities varying from those provided for the items in the contract bill of quantities.
- 40.3 The contractor shall note that the quantities calculated for this work has been considered without any type of testing on existing building/ structure.
- 40.4 For the Quantity Variation, Item executed beyond estimated Quantity up to 125%, shall be paid as per Tender rate.



41.0 Valuation of Variations

- 41.1 The basis for the valuation of variations for addition to the contract price shall be as follows in the same order of priority.
- a. Contract unit rates for individual items shall apply to varied quantities where there is a quantity variation.
 - b. 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. If this fails
 - c. Suitable rates or prices shall be agreed upon between the Engineer and the Contractor after due consultations among the Employer, the Engineer and the Contractor. These shall be based on
 - The material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads and the Contractors profit.
 - The overheads shall be taken at 3 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works.
 - The Contractors profit shall be taken at 10 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads.
- 41.2 In the event of disagreement, the Engineer shall fix such rates and prices as are, in his opinion appropriate and shall notify the Contractor accordingly with a copy to the Employer.
- 41.3 The Engineer shall determine provisional rates and prices to enable on account payments to be included in the Interim Payment Certificates, until rates and prices are agreed as final by the Employer, the Contractor and the Engineer.
- 41.4 The Engineer shall have the power to vary the rates or prices of all such items contained in the contract, if the nature or amount of any varied work relative to the nature or amount of the whole of the Work or part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the contract, by reason of such varied work, is inappropriate or inapplicable. Then after due consultation with the Employer and the Contractor, the Engineer shall vary the rates or prices of such items of work.
- 41.5 No valuation of varied works in accordance with above clauses 40.1, 40.2 and 41 is allowed unless the Contractor gives his notice to claim or the Engineer gives his notice to vary the rates or prices to the other party (The Contractor or The Engineer) within 14 days of the issue of instructions to vary in accordance with clause 40.
- 41.6 The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.
- 41.7 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 25% 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 Engineer and the Contractor after due consultation with the Employer and the Contractor by the Engineer. 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 25% of the Effective Contract Price.

In case of disagreement in determination of the further sum, the Engineer 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 + all admissible price variation calculated in accordance with sub clause 47.

41.8 Day works :

- a. The Engineer 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.
- b. Unless authorised and certified on a day to day basis by the Engineer in writing, no payments shall be allowed to the Contractor.

42.0 Cash flow forecasts

42.1 The Contractor shall, within 21 days of the date of the letter of acceptance provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor shall be entitled under the Contract.

42.2 The estimates shall be revised and submitted by the Contractor every quarter of each year if need arises due to various reasons.

43.0 Payment Certificates

43.1 The contractor shall submit to the Engineer a monthly statement after the end of each calendar month in three hard copies and soft copies on emails each signed by the Contractors authorised Representative in such form as the Engineer may prescribe from time to time. The Monthly Statement shall state

- The amount to which the Contractor is entitled.
 - The value of the permanent works executed.
 - Other sums such as secured advance payments, day works payments, price escalation payments, and mobilisation advance.
 - Any other sums to which the Contractor may consider himself entitled.
- a. The Engineer shall check the Contractor's monthly statement within 14 days 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 Engineer 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 licences and PF code numbers for site staffs and workers.

c. The Engineer may by any Interim Payment Certificate or in any subsequent Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate which shall have been issued by him and shall have authority, if any work is not carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

d. Statement at Completion:

No later than 84 days after the issue of the Taking Over Certificate in respect of the whole of the Works, the Contractor shall submit 3 hard copies and soft copies in the emails to the Engineer of a Statement at Completion with supporting documents (such as measurements, approvals, records related to materials, test data etc.) showing in details, in the form approved by the Engineer

- The final value of all work done in accordance with the Contract up to date stated in the Taking Over Certificate
- Any further sums to which the Contractor considers himself due.
- Price escalation amounts
- Variations amounts.
- Any other amounts, which the Contractor considers, shall become due to him under the contract to be shown in a separate statement.

The Engineer 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.

e. Final Statement:

The Contractor shall submit to the Engineer within 56 days of the issue of Defects liability Certificate pursuant to clause. 38.1b, in three hard copies and soft copies in the emails, a draft Final Statement with supporting documents (such as measurements, approvals, records related to materials, test data etc.) showing in details, in the form approved by the Engineer

- i. The value of all work done in accordance with contract including variations
- ii. Any further sums which contractor considers to be due to him under the contract or otherwise.



If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer 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 Engineer the Final Statement as agreed.

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

f. Discharge:

Upon submission of the Final Statement, the Contractor shall give to the Employer with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Such discharge shall become effective after

- Payment is made against Final Payment Certificate.
- Performance security amount / bank guarantee is returned to the Contractor.

g. Final Payment Certificate:

The Engineer 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. The certificate shall state

- h. The amount which, in the opinion of the Engineer, is finally due under the Contractor or otherwise and
- i. After giving the credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled in accordance with clause 49 (Liquidated damages) of these Conditions of the Contract, the balance if any due from the Employer to the Contractor or vice versa as the case may be.

43.2 Cessation of Employers liability:

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and in the Statement of Completion

44.0 Payments

44.1 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 Engineer

- Within 20 days of the date of issue of each Interim payment certificate
- Within 28 days of the date of issue of the Certificate on Completion
- Within 56 days of the date of the final payment certificate



- No payment of interest shall be made to the contractor for delayed payment if any.

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

Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44.2 All payments shall be made in Ahmedabad.

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

45.0 Taxes and duties

45.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and all the prevailing taxes and duties of the Central, State and Local Governing bodies prevailing on the date of award of the contract. The Contractor shall have to pay all such taxes and duties for the performance of this Contract. The Employer shall deduct from the Contractors monthly and other payments all taxes and duties, which he is bound to recover in accordance with the applicable law.

45.2 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 bye-laws lay down by AMC/ AUDA and any other local bodies while executing the work shall be adhered to. All taxes local bodies shall be borne by the contractor. The contractor shall arrange to give all notices required by any authority and to pay to such authority all the fees that may have to be paid for the material, plants, equipments etc. The contractor shall also adhere to all traffic restrictions notified by the local authorities. He shall protect and indemnify the Owner and its officials & employees against any claim or liability arising out of violations of any such laws, ordinances, orders, decree, whether by himself or by his employees or his authorised representatives. Nothing extra shall be payable on these accounts.

46.0 Currencies

46.1 All payments shall be made in Indian Rupees.

46.2 Price adjustment:

The Price adjustment is not applicable.

47.0 Price Variation

47.1 The Contract price variation shall be adjusted by making additions or deductions as per details given in the following sub clauses. Additions shall be effected in case of rise over the base prices. Deductions shall be effected in case of fall below base price.

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



48.0 Retention

- 48.1 The Employer shall retain from each payment against Interim Payment Certificate issued by the Engineer to the Contractor 5% amount of the sum of value of work done + value of variations as agreed for payment + certified value of extra works.
- 48.2 On Completion of the whole of the Works half (2.5% of the Contract sum) of the total amount retained (5% of the Contract Sum) shall be repaid to the Contractor and remaining (2.5% of the Contract sum) on completion of the Defects Liability Period and after the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

49.0 Liquidated Damages

- 49.1 If the contractor fails to complete the works within the Time for Completion as stipulated in the bid documents and the contract data, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty which is for relevant date for completion and the date stated in the taking over certificate of the whole of the works in the relevant section, subject to the limit stated in the contract data.
- 49.2 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.
- 49.3 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section 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 Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.
- 49.4 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.
- 49.5 If the Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

50.0 Advance Payment

- 50.1 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 shall not be charged on the advance payment.

50.2 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 Engineer.

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

50.4 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.

51.0 Securities

51.1 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.

52.0 Cost of Repairs

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



E. Finishing the Contract

53.0 Completion

53.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer shall do so upon deciding that the Work is completed.

54.0 Taking Over

54.1 When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking over Certificate in respect of the works. The Engineer shall, within 21 days of the delivery of such a notice, either issue to the Contractor with a copy to the Employer, a Taking over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor, specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such certificate. The Engineer 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 Engineer, of the Works so specified and remedying any defects so notified.

54.2 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 Engineer shall issue a Taking over certificate in respect of:

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

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

54.3 **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 if the Engineer has issued a Taking over Certificate in respect of section or part work wherein is included such ground or surface requiring reinstatement.

54.4 Defects Liability :

54.4.1 " Defects Liability Period " as stated in the Contract data means the period calculated from:



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

54.4.2 Completion of outstanding work and remedying defects:

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

54.4.3 Costs of remedying defects:

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

55.0 Claims:

55.1 Notice of claims:

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these conditions or otherwise, he shall give notice of his intention to the Engineer, with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

55.2 Contemporary records:

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

55.3 Substantiation of claims:

Within 28 days or such other reasonable time as may be agreed by the Engineer, of giving notice under sub clause 55.1 the Contractor shall send to the Engineer 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 Engineer 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 Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event.

55.4 Failure to comply:



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

55.5 Payment of claims:

The Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to clause 55 such amount in respect of any claim as the Engineer, 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 Engineer 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 Engineer. The Engineer shall notify the Contractor of any determination made under this sub clause, with a copy to the Employer.

56.0 Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them.

57.0 Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 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 Engineer;
- (b) The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 90 days of the date of the Engineer's certificate.
- (e) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) The Contractor does not maintain a security which is required;
- (g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages becomes payable as defined in the Contract data;
- (h) If the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.



- (i) For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

57.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.5 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 existing there upon.

58.0 Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer 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.

58.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer 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.

59.0 Default of Contractor:

59.1 If the Contractor enters into voluntary or involuntary bankruptcy, liquidation or dissolution or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to execute the contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator appointed over any substantial part of his assets, or if, under any law or regulations relating to reorganisation, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolution passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the Contractor's assets, or if any act is done, or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened the sub clause regarding assignment



and subletting or has an execution levied on his goods, or if the Engineer certifies to the Employer with a copy to the Contractor, that , in his opinion, the Contractor:

- a. Has repudiated the Contract,
- b. without reasonable excuse has failed
 - i. to commence the Works in accordance with sub clause 17.1 or
 - ii. to proceed with the Works, or any section thereof, within 28 days after receiving notice pursuant to sub clause 29.3 and 29.4,
 - iii. to comply with a notice issued pursuant to sub clause 37 within 28 days after having received it, or an instruction issued pursuant to sub clause 38 despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the contract or,
 - iv. has contravened sub clause regarding sub contracting,

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

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

60.0 Release from Performance due to Contractors default

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.



F. General Description and Scope of Work

61.0 Works & Site Conditions

61.1 Location of the Work and Approach

The Sabarmati River Front Development Corporation Limited has undertaken the project of RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL, ELV AND FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD. The total floor area to be conserved and/ or restore is approximately 340 Sqm. on southern side between existing Mahatma Gandhi Sabarmati Ashram and Abhay Ghat situated on the West Banks of Sabarmati River.

The work is of RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL, ELV AND FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD.

Access to site is available. If further approach is needed the contractor shall take prior permission of concern authority.

61.2 Bench Mark

61.2.1 Standard Pucca BBLC/ Brick Masonry bench marks two numbers shall have to be established by contractor before commencement of the work and connected to the nearest GTS bench mark according to which, whole work shall be carried out. The contractor shall establish reference benchmark at intermediate suitable spots with reference to these benchmarks or as may be directed. The maintenance of all these BM, till completion shall be the responsibility of the contractor.

61.2.2 Deleted

61.2.3 Deleted

62.0 Climatic Conditions

62.1 It shall be deemed that the contractor has satisfied himself to the nature and location of the work, general and local conditions and particularly those pertaining to transport handling and availability and storage of materials, availability of labour, weather conditions, that he has estimated his cost accordingly and the client shall bear no responsibility for the lack of such knowledge of site conditions and also consequences thereof, to the bidder. The information and the data shown in the drawings and mentioned herein and elsewhere under the contract are furnished for general information only and the client in no case shall be held responsible for the strict accuracy thereof or any deductions, interpretations or conclusion drawn there from by the contractor.

63.0 Availability of Labour

63.1 Unskilled labour may be available locally and skilled labour may also be available locally or in the immediate city area for the work of this type and magnitude.

64.0 Marketing Centres

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



65.0 Housing, Water Supply and Drainage etc.

- 65.1 Housing accommodation on hire is likely to be available in this area around the site. The contractor has to make his own arrangements for the housing of labourers. The land required for setting up Mixture machine, stacking of materials, site office shall be provided by SRFDCL at Rs. 5 per Sqmt per month without any land development / improvement at his cost. The land shall be given to the contractor wherever it is available and under possession of the employer. Wherever 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. However the bidder shall be given all assistance in the procurement of this requirement but no assurance can be given by SRFDCL.
- 65.2 Water Supply for drinking purposes and construction purpose at the site shall also have to be arranged by the contractor at his own cost as may be required. The water can be available by drilling bore hole.

66.0 Facilities

- 66.1 Nearest Railway Stations are Kalupur and Sabarmati situated at a distance of about 4 km. from the work site. A post office is also available at Subhash Circle.
- 66.2 The nearest airport is Ahmedabad International Airport at a distance of about 7.0 km from city area.

67.0 Materials

- 67.1 All materials Plant and equipment and workmanship shall be:
- a) Of the respective kinds described in the contract and in accordance with the Engineers instructions and
 - b) Subjected from time to time such tests as the Engineer may require at place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the contract or at all or any of such places.
- 67.2 All Contractors 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 Engineer. No such consent is required for equipment used exclusively for the transportation of materials, labour, plant and machinery.
- 67.3 Employer shall not be liable for damage to Contractors equipment at any time unless otherwise expressly stated in the contract.
- 67.4 The Contractor shall not bring on the site any hired Contractors equipment unless there is an agreement for the hire thereof which contains a provision that the owner shall 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 shall be same as that between the owner and the Contractor in all respects when the contract was in force. Moreover the Employer shall be authorised to allow other Contractors to use such hired equipment without any objections from the owner.
- 67.5 The costs of hire by the Employer of the Contractors hired plant and equipment as detailed in clause 67.4 above shall be properly paid by the Employer to the owner of the plant, machinery and equipment.



- 67.6 The provisions of the sub clauses 67.2, 67.3, 67.4 and 67.5 shall be applicable to the sub contractors appointed by the Contractor in accordance with this contract.
- 67.7 All the above sub clauses 67.2, 67.3, 67.4, 67.5 and 67.6 do not in any way imply approval to any kind of materials used in the works.
- 67.8 All samples shall be supplied and tested by the contractor at his own cost.
- 67.9 The cost of all tests before execution, during execution and after execution shall be borne by the Contractor except the tests that are required by the Engineer are clearly beyond the Contractors obligations of proving the quality and workmanship standards of all materials, equipment, plants and Works. The Engineer shall determine the costs and time effects of such tests that are not a part of the Contractors obligations.
- 67.10 The contractor shall have to make his own arrangement for plants, equipments, and machinery to be used in the execution of this work well in time after award of the contract and as per work program given by him.
- 67.11 Contractor shall give Engineer a 24 hours notice for inspection of works or witnessing of test. The Contractor shall proceed with the works or tests in case the Engineer does not attend. Such tests shall be deemed to have been carried out in the presence of the Engineer.
- 67.12 The Engineer 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 Engineers 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 Engineer, he has to bear the time and cost effects of such retests as mutually agreed with the Employer in consultation with the Engineer.
- 67.13 The contractor shall have to make his own arrangement to get the power supply from concerned electric authority. The costs of electrical charges are to be borne by contractor.
- 68.0 Labour Employment**
- 68.1 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.
- 68.2 Contractor shall furnish the Engineer every week during the progress of the works, classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labour shall be given in the prescribed form.
- 68.3 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.
- 68.4 The contractor, if directed by the Engineer shall increase or decrease the strength of the labour both skilled and unskilled required for the work. The contractor shall also furnish the following returns.



- a) A Weekly medical report showing the health of the contractor's labour camp (skilled or unskilled) and the number and the nature of their illness :
- b) A report of any accident, which may have occurred, within 24 hours of its occurrence.
- c) To maintain hygienic condition in labour camp and construction site as per the rules and regulation of authority and health department.
- d) Accident reports within 24 hours of occurrence of each accident.

The contractor shall

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

69.0 Program Through Net Work Technique

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

69.2 The contractor shall further abide by the following instruction:

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

70.0 Foreign Exchange Requirement

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

71.0 Relation with Public Authorities

71.1 The contractor shall comply with all obligations arising out of legal orders and directions that may be given to him from time to time, by any local or public authorities and shall pay out of his own money, all charges becoming payable to such authorities. He shall co-



ordinate his activities during execution, with all agencies including **SRFDCL**, Architects, PMC, and other agencies like AEC (Ahmedabad Electricity Company), GEB (Gujarat Electricity Board), AMC (Ahmedabad Municipal Corporation), AUDA (Ahmedabad Urban Development Authority), Government of Gujarat, and their representatives without any dispute.

72.0 Register to be Maintained

72.1 Deleted

72.2 Inspection Records and Registers

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

72.3 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 Engineer or his representative or his superior officers and comply with them. The Contractor/s shall report the compliance to the Engineer within reasonable time so that it can be checked.

72.4 Labour Register

This register shall be maintained to show daily strength of labour in different categories employed by the Contractor/s.

72.5 Log Book of Events

All events are required to be chronologically logged in this book shift wise and date wise. The representative of the Engineer shall sign and the contractor shall have to sign. The register Performa, charts, etc. shall be property of the **SRFDCL**.

72.6 Any other Register considered necessary by the Engineer shall be maintained at site in which the representative to the Engineer and the Contractor/s shall have to sign. All registers, program, charts etc. shall be the property of the **SRFDCL**.

72.7 Sampling and Testing

72.7.1 Contractor shall make all arrangements for collection & transportation from site and testing of samples in sufficient quantities as required and provided in relevant IS codes at the laboratory approved by the Engineer. All these shall be at no extra cost to the client.

72.7.2 A register in prescribed Performa showing test results of materials and work tests shall be maintained at the site of work by the contractor and every entry thereof shall invariably be signed by the contractor or his representative and also by Engineer or his authorized representative in token of its correctness.

72.8 The Contractor Shall Further Abide by the Following Instructions

72.8.1 Soon after receipt of work order awarding the contract, the Contractor for all purposes connected with the execution of work, shall immediately make his own arrangements for obtaining Electricity supply and required supply of water in such quantity and of such quality at such places on the work as may be necessary, by paying charges to the authorities supplying the same after completing all formal procedures as may be required



as per the rules with them. The rates quoted in the tender are for completed items of work and shall cover cost of water and electricity as aforesaid. Water for drinking purposes for labourers etc. shall also have to be arranged by the contractor at his own cost. No cost shall be borne by client on this account. **SRFDCL** shall not be responsible in any way for this purpose. However, the tenderer shall be given all possible assistance in the procurement of these requirements but no assurance can be given by **SRFDCL**.

- 72.8.2 The bidder must clearly understand that the rates quoted are for completed items of work and as such includes all costs associated with labour, materials, Wastage if any, scaffoldings, plants, equipments, supervision, survey works, power, water., GST, 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 shall be deducted from the running account bill as per rules.
- 72.8.3 No claim by the contractor for additional payment shall 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.
- 72.8.4 The contractor shall submit Daily, Weekly and Monthly progress reports of completed/ongoing works with High Quality Photographs on email to Client, Architect and PMC. The Contractor is bound to submit two hard copies of monthly progress reports till completion of the project. No extra payment shall be done to contractor for submission of such reports.

73.0 Equipment and Accessories

73.1 Deleted

73.2 Deleted

73.3 Deleted

73.4 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.

73.5 Compliance with statutes and regulations:

73.6 The Contractor shall comply with all statutes, regulations, laws and byelaws, ordinances of the Central and State governments and local governing bodies.

73.7 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.

74.0 Deleted



75.0 Royalties

75.1 The Contractor shall pay all royalties, rent and other payments or compensation if any for getting construction materials required for the Works. It is deemed to be inclusive in the quoted rates.

76.0 Urgent Remedial work:

76.1 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 Engineer, 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 Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, 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 Engineer 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 Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of emergency as may be reasonably practicable, notify the Contractor thereof.

77.0 Special Risks :

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

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

77.3 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.

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

77.5 The Contractor shall be entitled to payment in accordance with the Contract on account of damages covered under special risks as stated in clause 77.1 and 77.2 for any permanent work executed and for any material or plant so destroyed or damaged as required by the Engineer 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 Engineer shall determine an addition to the Contract Price in accordance to the sub clause 41 of these conditions, and shall notify the Contractor accordingly with a copy to the Employer.

77.6 The Contractor shall inform by giving notice to the Engineer with a copy to Employer, as soon as events covered by special risks occur and the cost implications of these.

77.7 The Contractor shall use his best endeavours to complete the execution of Works in the event of outbreak of war in any part of the world.



77.8 In case the Employer chooses to terminate the contract on account of the outbreak of war, the Contractor shall remove his plant and machinery from site diligently. Similar facility shall be extended to the sub contractors.

77.9 In the event of termination of contract on account of outbreak of war, the Contractor shall be entitled to payment towards the following items apart from other payments due as per conditions of contract

- i. 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.
- ii. Proportionate demobilisation costs towards manpower and machinery and plant.

78.0 Release from performance

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

79.0 Changes in Cost and Legislation

79.1 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 byelaw. The adjustment to Contract Price affected under various sub clauses detailed in clause 41 shall be deemed to cover such costs.



Section III

Special Conditions of Contract



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9.0	Land Availability
10.0	Construction Sequence & Methodology
11.0	Material to be issued by the client
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15.0	Shop Drawing
16.0	Sample Approval and Mock-up at site
17.0	Working Drawing Deviation
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23.0	Non Performance of Activity
24.0	Sub Contracting Works
25.0	Declaration by the Contractor
26.0	Arbitration



1.0 Barricading

- 1.1 The contractor shall provide suitable barricading with painted single row of Metal Pre-coated GI Sheets nailed or bolted with wooden poles spaced 2 to 3 meter apart and each pole 1.6 m to 2 m long 8 cm. to 10 cm. dia. Total height of barricading should be per drawing / direction of Engineer. The poles shall be embedded in mobile iron pedestal rings suitably framed for giving stable support as per direction of the Engineer. The indicative drawing shall be provided by Architect before commencement of work.
- 1.2 Stability of barricades shall be the full responsibility of the contractor.
- 1.3 The barricading provided shall be retained in position at site continuously and shall be shifted from one location to another location as many times as required during the execution as instructed by Engineer of the entire work till its completion. The barricading shall not be removed without prior approval of Engineer.
- 1.4 Maintenance of barricading for damages, painting, all incidentals, labour, materials, and equipments is deemed to be part of rates quoted by contractor and no extra claim shall be entertained for same.

2.0 Precautionary Measures for Surrounding Properties

- 2.1 The functionality of surrounding building/ structure shall not get disturbed due to construction work.
- 2.2 In case if any of the existing water supply line, drainage line, storm water line, electrical cables, telephone cables, LAN connectivity, medical services line etc. are found during execution, contractor shall bring it to the notice of Engineer and contractor shall shift them as directed by Engineer at his own cost (extra shall be payable) and carry out the construction work without any delay.
- 2.3 Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected/ maintained against the damage by the Contractor. The Contractor shall identify all underground / overhead services using Geospatial Refraction Survey of the entire area at his own cost if required and take necessary measures to protect the services before starting any excavation / activity. All temporary supports and other measures required to protect and maintain the services during construction period as per direction of Engineer, shall be deemed to be included in the quoted rate / amount of the Contractor and nothing extra shall be paid on this account.
- 2.4 For any permanent shifting, Client shall arrange to shift the services as and when required. However, in the interest of work, if Client decides to get it shifted by the Contractor, then Contractor shall be paid separately at the rates as decided by the Engineer as per contract provisions based on the actual quantum of the work involved in shifting such utilities/services. The decision of the Engineer in this regard shall be final and binding.
- 2.5 If existing utility services gets damaged during construction work, contractor shall immediately re-instate the same at his cost. No claims shall be permitted for the same.
- 2.6 If found that the contractor is not rigorously putting efforts to re-instate the same then Engineer may at his discretion penalized contractor for the same. Contractor cannot stop any of the construction activity (work) due to any existing infrastructure services.
- 2.7 The contractor has to take care of each and every plants/tree. Failing which the penalty @Rs.10, 000/- per tree/plant shall charge.

3.0 Test before Execution

- 3.1 Relevant Tests shall be carried out as per the instructions of Engineer or Architect on the existing structure prior to execution of work. Contractor is bound to carry out such tests and submit the test results of any Government Organisation/ Institution. The Contractor shall not be paid any extra claim to carry out such tests.



- 3.2 The table below indicates the test to be done prior to execution. The list is indicative and not exhaustive.

Sr. No.	Material/Element of Testing	Tests to be carried out	Relevant Codes
1	Wood	Compressive Strength parallel to grain	IS 1708
		Compressive Strength perpendicular to grain	
		Moisture Absorption	
		Flexural Strength	
		Rebound Hammer & UPV Test	
		Inspection by Borescope	
2	Brick	Compressive Strength	IS 3495
		% Water Absorption	
3	Mortar	Compressive Strength	IS 2250
4	Brick Masonry	Prism Test	IS 1905
5	Concrete	Core Test	IS 13311
		Rebound Hammer and UPV Test	
		Carbonation Test	

4.0 Setting Out

- 4.1 It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and centre lines, etc., Nothing extra shall be payable on this account.
- 4.2 Through the site levels are indicated in the drawings the Contractor shall ascertain and confirm the site levels with respect to benchmark from the concerned authorities. The Contractor shall protect and maintain temporary/ permanent benchmarks at the site of work throughout the execution of work. These benchmarks shall be got checked by the Engineer or his authorized representatives. The work at different stages shall be checked with reference to bench marks maintained for the said purpose. Nothing extra shall be payable on this account.
- (a) The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be the contractor shall correlate all the relevant architectural and structural drawings, and specifications etc. and satisfy himself that the information available is complete and unambiguous. The contractor shall be responsible for any loss or damage occurring by the commencement of work based on any erroneous and or incomplete information.
- (b) The work of services shall be executed simultaneously. The contractor shall minimize the scope of making recesses, holes, opening etc. as the same shall be planned and necessary grooves/niches shall be provided where ever required.



- 4.3 Contractor(s) shall provide permanent bench marks, flat tops and other reference points for the proper execution of work and these shall be preserved till the end of the work. Contractor to submit drawings showing location of permanent bench marks, flat tops and other reference points to Engineer for records. All such reference points shall be in relation to the levels and locations, given in the drawings.

5.0 Survey

- 5.1 The Contractor has to perform the survey works regularly as per the instructions of Engineer. The Survey should be performed for the Original Ground Level (O.G.L) & than after the Execution of works to ascertain the Finished Floor Level (F.F.L). Intermediate/ ongoing work survey should be made jointly with engineer and get certified time to time, which shall be used for necessary billing on basis of approved design and drawing.

6.0 Basic Rate Calculation

- 6.1 For the basic rate the consultant and PMC shall certify and finalize rate for basic rate item based on verification of rates from various vendors or by collecting sealed cover quotations from approved vendor/ agency/ supplier.
- 6.2 Given basic rates are inclusive of all types of taxes, levies, loading, transit insurance, transportation, unloading and delivery at site.
- 6.3 Contractor shall have to inform and get approval of client in writing about the purchase rates and source of supply of the items listed under basic rate items well in advance before placing the order. Material shall be purchased directly from the company or its authorized distributor / supplier only. A certificate from the company shall be submitted stating that the distributor / supplier are the company's authorized distributor / supplier.
- 6.4 Client reserves the right to negotiate and finalise the rates of the items listed under basic rate items directly with the supplier company. The rates thus finalized shall be termed as negotiated rates (inclusive of all types of taxes, levies, loading, transit insurance, transportation, unloading and delivery at site.) and the same shall be binding to the contractor for further process of execution. Contractor has to execute the relevant item considering the negotiated rates as final rate and during execution of such item the contractor has to prepare the statement of basic rate difference (as prescribed in Annexure-A below) which shall be supported by the authentic documents as required.
- 6.5 The difference of basic rate and negotiated rate of the items listed under basic rates only shall be considered for the payment or recovery as per Annexure – A (below). No other Component shall be considered for payment or recovery, except the component of material listed under basic rate item.
- 6.6 If in any case the item such as Loose Furniture, etc is considered in Basic rates, varies in dimension more than 30%, the contractor shall be paid according to revised rates and the variation in dimension shall be verified by Client, Engineer & Architect

7.0 Dewatering

- 7.1 Rate quoted for various items in schedule of quantities, should include cost of dewatering by any means and at all stage, which may be form underground or surface water sources. Contractor shall not be paid any extra for dewatering.
- 7.2 The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.
- 7.3 In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.



8.0 Dust Emission

8.1 Contractor at regular intervals has to Sprinkle water for the dust suppression. Dust mask shall be provided to prevent worker's exposure to dust.

9.0 Land Availability

9.1 If the work is stopped on account of non-acquisition of lands/removing encroachments, or any other reason, no claims shall be considered for compensation for idle of machineries, man power charges, etc. No compensation is permissible in event of reduction in scope of any or all work due to non-availability of land for development.

10.0 Construction Sequence & Methodology

10.1 The Contractor shall submit the Construction Sequence & methodology for necessary approval of Engineer before starting the execution of the work.

10.2 Contractor has to provide project schedule within 20 days of issuance of work order.

10.3 Contractor must prepare required numbers of shuttering and staging sets to complete the project as per timeline mentioned in tender.

10.4 The contractor may propose the shuttering pattern based on architectural intent, for approval from Engineer & Architect.

10.5 Contractor must submit the approach and methodology regarding sequence of staging, shuttering & deshuttering to ease the execution work and to complete the project as per timeline.

10.6 The contractor shall not have any claim in case of any delay by the Engineer in removal of trees or shifting, removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structure etc., if any which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.

11.0 Materials to be issued by the Client

11.1 If the specification of the work provides for the use of any material of special description to be supplied from the Client stores or is required that the contractor shall use certain stores to be provided by the Engineer, such materials and stores, and price to be charged therefore, as hereinafter mentioned being as practicable for the convenience of the contractor, but not so as in any way to control the meaning or the effect of the contract, the contractor shall be bound to purchase and shall be supplied with such materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sum due from the contractor for the value of materials supplied by the Client plus 5% of its value towards wastage shall be recovered from the interim bill on the basis of the actual consumption of the materials in the works covered and for which the interim bill has been prepared. After the completion of the works, the contractor shall account for full quantity of the material supplied to him.

11.2 The value of the materials as may be issued to the contractor by Client shall be debited to the contractor's account at the rate as per actual but not more than the rate shown in the schedule of material given of this bidding document and if they are not entered in the schedule, they shall be debited at cost price, which for the purpose of the contract, shall include the cost of carriage and all other expenses whatsoever such as normal storage, supervision charges which shall have been incurred in obtaining the same at the Client stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of work unless specifically approved by the engineer and shall be at all times open for inspection to the Engineer. Any such serviceable material remaining unused at the time of the completion or termination of the contract shall be returned to the Client stores or at a place as directed by the engineer in perfectly good condition.



12.0 Diversion of Services

- 12.1 All works pertaining to services including rerouting/diversion of services, routine testing, installation etc., embracing in one or more than one process shall be subject to examination and approval to each stage thereof by the Engineer or concerned department as would be notified by the Engineer or his accredited representative when such stage is ready. Any work needed in re-routing the services shall be paid separately as per the current rate of SOR to the contractor. In case the rate is not available in the SOR, the Contractor shall submit Rate Analysis to execute such work. In default of such notice, the Engineer shall be entitled to appraise the quantity, rate and extent thereof and the decision of Engineer or his accredited representative in this regard shall be final and binding.

13.0 Scaffolding/ Shuttering

- 13.1 Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the Contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, 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.
- 13.2 Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure/ Existing Structure due to the scaffolding.
- 13.3 At the request of contractor, the use of Marine Ply shuttering may be permitted by Engineer. Nothing extra shall be payable on this account.
- 13.4 Scaffolding shall not be supported directly or indirectly on the existing walls of the building. If it is required to have scaffolding, then it is instructed to directly support it from ground.

14.0 Quality & Workmanship

- 14.1 The Contractor must perform all tests necessary if not specified in tender, as directed by the Engineer, without claiming extra charges.
- 14.2 Contractor has to procure all new shuttering for the project, before procurement they should prepare the sample of different type of shuttering used as per item description for approval from Engineer and Consultant prior to commencing work.
- 14.3 During construction any type of damages shall not be accepted and if found it must be replaced as per instruction of Engineer & Architect.
- 14.4 In case of any discrepancy in execution of any item as per Drawing/ Technical Specification/ Item Description, the contractor shall raise RFI regarding the consent matter to the Consultant/ PMC/ Client and same shall be complied and approved by the Consultant/ PMC/ Client prior to execution.

15.0 Shop Drawing

- 15.1 Contractor has to prepare the shop drawings based on the intent drawings and wherever specified in the overall tender document. After Approval of the shop drawings by Engineer & Architect; sampling and mockup shall be carried out at site.
- 15.2 The Contractor shall prepare and submit a detailed program for the preparation and submission of the shop drawings immediately upon receipt of the Engineer's order to commence the works.
- 15.3 When a shop drawing is revised, the particulars of the current revision shall be clearly marked or circled to facilitate checking. All prior revision numbers and references of drawings possibly superseded by the current issue shall also be clearly shown.
- 15.4 Cost of all shop drawings, or form work drawings and details to be furnished by the Contractor shall be deemed to be included in his tendered rates for the work. Accordingly approval to shop drawings or other fabrication drawings shall not be construed as authorizing award of additional work and as long as these belong to common individual scheme governed by specifications for which the Contractor has already quoted.



- 15.5 Contractor shall provide all the shop drawings/ working drawings, for all the services before starting any work or placing any order for any of the services like internal electrification, internal water supply, internal plumbing, fighting system, etc. The shop drawings shall be approved from architect prior to implementation and this shall be binding on the contractor.
- 15.6 All the drawings supplied by the consultant/ Client to the contractor shall be carefully studied by the contractor before implementation and any discrepancy/ changes/ suggestions shall be brought to the notice of consultant within 15 days of issuance for clearance.
- 15.7 Contractor shall get all relevant drawings approved from the local bodies/ Competent body before starting the work for Lifts, transformer and fire fighting for the building and shall obtain the completion certificate/ Occupancy certificate / Fire Dept, etc. Nothing extra shall be payable to the contractor on this account.

16.0 Sample Approval and Mock-up at site

16.1 The concept of sample & mock-ups is to assess the performance parameters/ quality standards for any specified item in the project. The main objective of the section is to address most issues prior to construction, and to minimize disruption in the critical path of the construction program. It is elaborated as follows;

- a. Determine whether the Contractor possesses required skill level necessary to construct the activity, assemblies or systems such that the built construction shall satisfy specified requirements
- b. To understand the sequence of operations and discuss alternative sequencing options, if any
- c. To assess the standard of workmanship and aesthetics that are to be replicated throughout the project
- d. To recognize and resolve potential areas of conflict prior to the commencement of construction

16.2 Sample

- Contractor shall submit samples of an item/ material from preferred make-list for approval by Engineer & Architect. Before proposing any make from the make list, contractor has to ensure that the product of same is confirming to the specifications/ parameters mentioned in BOQ item, technical specifications and other applicable relevant codes. Submitted samples shall be approved by Engineer & Architect and their decision shall be final and binding to contractor. Contractor shall submit photograph of approved sample having sign/ stamp of Engineer & Architect to all relevant authorities.
- Contractor shall make arrangement for placing a yard room which can be used for storing indoor and outdoor samples. The samples kept in this room shall be marked, labelled and stored in an orderly manner to enable easy access at any time during the entire course of construction, up to completion.
- No deviation from the approved make list shall be permitted. In case, certain items of equivalent is mentioned, the same shall be got approved from Engineer & Architect before ordering.
- In case of bought out items, the contractor shall submit a copy of the order placed on the vendor and the Engineer & Architect office shall be at liberty to confirm the same. In case of any discrepancy, the contractor shall be asked to cancel the order and, in such case, the Engineer & Architect shall place the required order on the approved vendor and the contractor has to honour & accept the same in all respect.
- In case of any extra item, contractor shall get it approved from Engineer & Architect before implementation.



16.3 Mock-up

- After sample approval, Contractor shall prepare a mock-up as per drawing.
- Contractor to prepare complete mock-up within Two months from the date of start of work, to the satisfaction of the Engineer or Architect.
- Approval shall be given by the Engineer and the Architect shall not absolve the Contractor from the responsibility of replacing defective material brought on site or materials used in the work, in case they are found defective at a later date. The Contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Engineer or Architect.
- No payment shall be made for sample & mockup.
- Mockup shall be made for the following item, list is indicative and not exhaustive:
 - a) Fixing of Country Tiles as per the working drawing.
 - b) Wooden Truss System as per the working drawing.
 - c) Brick Flat Arch as per the working drawing.
 - d) Wooden Jali as per the working drawing.
 - e) Exhibition Panel as per the working drawing.
 - f) Lime Plaster
 - g) Door/ Window/ Ventilation

17.0 Working Drawing Deviation

- 17.1 Any deviation from working drawing shall be communicated in writing to Engineer or Architect for approval. After the receipt of the written communication, a minimum duration of 15 working days shall be given for architect's response.
- 17.2 All work shall be in compliance with the requirements of the local public authorities. If in the opinion of the Engineer or Architect, changes have to be made, the Contractor shall carry out the same without any extra charges. The Architect's decision in such cases shall be final and shall not be open to arbitration. No change in the drawings is permitted without Architect's written consent. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract.

18.0 As-Built Drawings

- 18.1 On completion of execution before handing over, contractor shall submit all as built work drawings for approval of client/ Architect.

19.0 Quantity Deviation

- 19.1 The quantity calculated for this tender document has been considered without any testing on existing building/ structure. The quantity may increase or decrease accordingly as per the test results carried out prior to execution.

20.0 Copyrights, Patent rights and Intellectual Property Rights

- 20.1 The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the Contractor's design, manufacture, construction or execution of the Works, (ii) the use of Contractor's Equipment, or (iii) the proper use of the Works.
- 20.2 The Contractor shall also indemnify and keep the Employer, Engineer, Consultants, Project Management Consultant, Architect harmless against any action, claims, proceedings relating to the infringement or use of any patent or design of any alleged patent or design rights or design trademarks and shall pay any royalties or other charges which may be payable in respect of any article or material, or part thereof included in the Contract. In the event of any claims made under or action brought against the Engineer, Consultants, Architect and PMC in respect of any such matters as aforesaid, the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from.



20.3 In this Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other Rights intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

20.4 This clause shall be governed by the following statutes

- a. The Patents Act, 1970;
- b. The Trademarks Act, 1999;
- c. The Copyright Act, 1957;
- d. The Designs Act, 2000;

21.0 Payment Terms

21.1 The quantity for measurement shall be actual quantity used in construction which is measured and approved by PMC or Engineer.

21.2 The contractor shall bear all incidental charges for the storage and safe custody of the materials at site at his own responsibility.

21.3 The contractor shall furnish to Engineer sufficiently in advance a statement showing his requirements of quantities of materials to be supplied by Owner if any and the time when the same shall be required by him.

21.4 A day to day account of the material supplied by Owner/Contractor shall be maintained by the contractor in the prescribed Performa like Pour Card etc.

21.5 1% of work value shall be recovered from each RA Bill for Labour Cess.

21.6 Water charges and Electricity Charges @ 1.0% each shall be recovered from the gross amount of work done from each Interim bill if it is provided by client.

22.0 RA Bill Co-certification

22.1 Contractor shall submit monthly bill with detailed measurements to get it checked and verified by Client's site supervision team and PMC team.

22.2 Only after approval of the measurement, Contractor shall get the bill co-certified from the architect for overall Architectural workmanship.

23.0 Non performance of Activity

23.1 The contractor shall carry out construction activities while maintaining and permitting the access and use of all amenities, services that remain functional.

24.0 Sub-Contracting Works

24.1 Other agencies may also simultaneously be executing the work of electrification, Horticulture or external services and other building works for the same building Along with this work. The contractor shall afford necessary facilities for the same and no claim in the matter shall be entertained. The contractor shall especially co-ordinate with the other agencies carrying out their work.

25.0 Declaration by the Contractor

25.1 All the products and accessories shown in the shop drawing/s or data sheet/s submitted by contractor/ Specialist Agency have been checked for their copyright and patent compliance by the Contractor/ Specialist Agency. Any violation of the said compliance shall be the sole responsibility of the Contractor/ Specialist Agency who has prepared this drawing. If the product or accessories installed on site deviates from the ones shown in the drawing, the Contractor/ Specialist Agency shall have to take prior approval for the same with the Engineer. In case of any dispute arising from copyright or patent violation by the products installed on site, the Contractor/ Specialist Agency shall be solely responsible for all legal compliance that arises from the said violation. Engineer, Consultants and PMC



are not liable and shall not be made party to any consequences arising out of such violation.

26.0 Arbitration

- 26.1 All or any disputes arising out of the agreement, undertaking and work order issued, under this tender shall be subject to Arbitration and referred to a single arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and any subsequent amendment, thereof.
- 26.2 The parties on mutual consensus shall be at liberty to appoint any person as sole arbitrator and if there is no consensus then the same shall be appointed under the provisions of Arbitration and Conciliation Act, 1996 and any subsequent amendment, thereof.
- 26.3 The place of arbitration shall be at Ahmedabad/ Gandhinagar/ Area or location of the project and the language of the arbitration shall be in English.



Annexure – A: Sample calculation table for Basic Rate difference calculation

Sr. No	Type of Tender	Unit	Basic Rate as per tender	Unit rate as per Bid Document	% above / Below	Effective Basic Rate as per tender	Effective Unit Rate	Effective Rate Difference for Contractor's labour, Overheads and Profit	Negotiated Basic Rate More Than basic rate	Negotiated basic Rate with % above / % Blow	Rate Difference for Contractor's labour, Overheads and Profit	Unit rate to be Paid
			(a) = Basic Rate	(b) = Total Rate		(c) = Basic Rate * % above /Below	(d) = Total Tender Rate * % above /Below	(e) = d-c	(f)	(g) = Negotiated Basic Rate * % above /Below	(h)=(e)	(i)= (g) + (h)
1	% above	No.	3000	4000	10	3300	4400	1100	3500	3850	1100	4,950
2	Equal	No.	3000	4000	0	3000	4000	1000	3500	3500	1000	4,500
3	% Below	No.	3000	4000	-10	2700	3600	900	3500	3150	900	4,050

Sr. No	Type of Tender	Unit	Basic Rate as per tender	Unit rate as per Bid Document	% above / Below	Effective Basic Rate as per tender	Effective Unit Rate	Effective Rate Difference for Contractor 's labour, Overhead s and Profit	Negotiated Basic Rate Less Than basic rate	Negotiated basic Rate with % above / % Blow	Rate Difference for Contractor's labour, Overheads and Profit	Unit rate to be Paid
			(a) = Basic Rate	(b) = Total Rate		(c) = Basic Rate * % above /Below	(d) = Total Tender Rate * % above /Below	(e) = d-c	(f)	(g) = Negotiated Basic Rate * % above /Below	(h)=(e) * (g) / (c)	(i)= (g) + (h)
1	% above	No.	3000	4000	10	3300	4400	1100	2500	2750	916.67	3,666.67
2	Equal	No.	3000	4000	0	3000	4000	1000	2500	2500	833.33	3,333.33
3	% Below	No.	3000	4000	-10	2700	3600	900	2500	2250	750.00	3,000.00



SECTION IV
CONTRACT DATA



Contract Data

The Employer is

Sabarmati River Front Development Corporation Limited.

Address: 2nd Floor, Riverfront House,

B/h H. K. Arts College, Between Gandhi Bridge and Nehru Bridge, Pujya Pramukh

Swami Marg (River Front Road – West)

Ahmedabad - 380 009.

Name of authorised Representative of Employer :

Mr. I. K. Patel IAS (Retd.)

The Consultant is:

HCP Design, Planning and Management Pvt. Ltd.

Address: "Paritosh" Building, Usmanpura,

Ahmedabad – 380 013

Phone: 2755 0875, 2755 2442. Fax: 2755 2924.

Email: hcpahd@hcp.co.in

The Dispute Review Expert appointed jointly by the Employer: (Shall be intimated later)

The defects liability Period is 1 Year from the date of completion.

The Start Date shall be date of issue of notice to proceed with the work.

The Completion Period for the whole of the Works shall be 15 calendar months after the start date.

The Site is located in Old Wadaj Area, Ahmedabad City

RESTORATION WORK OF GAUSHALA INCLUDING CIVIL, ELECTRICAL, ELV & FFTG AT MAHATMA GANDHI SABARMATI ASHRAM, AHMEDABAD

The following document also form part of the Contract:

1. Invitation for Bids
2. Instruction to Bidders
3. Pre-qualification Information, and other forms
4. The final accepted bid of the bidder after modifications, changes, additions and alterations after mutual agreement with Employer.
5. General Conditions of Contract
6. Special Conditions of Contract
7. Contract Data
8. Technical Specifications
9. Form of bid
10. Bill of Quantities
11. Drawings
12. Addendum & Corrigendum
13. Documents to be furnished by bidder

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

The language of the contract document is English

Subcontracting is allowed only with prior permission from Engineer / Employer.

The Schedule of Other Contractors : Nil

The Schedule of Key Personnel As specified.



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

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

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

Appointing Authority for the Dispute Review Expert - **The Executive Director, SRFDCL**

The period for submission of the programme for approval of Engineer shall be 15 days from the issue of notice to proceed with the work.

The period between programme updates shall be 1 Month.

The amount to be withheld for late submission of an updated programme shall be Rs. 25,000.

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

- (i) Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.
- (ii) Removal of underground utilities.
- (iii) Significant change in classification of soil requiring additional mobilisation by the contractor, e.g. ordinary soil to rock excavation.
- (iv) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor.
- (v) Artesian conditions.
- (vi) Seepage, erosion, landslide.
- (vii) Presence of historical, archaeological or religious structures, monuments interfering with the works.
- (viii) Restriction of access to ground imposed by civil, judicial, or military authority.

The currency of the Contract is Indian Rupees.

The proportion of payments retained (retention money) shall be 5% from each bill.

Rate of deduction for Liquidated damages for delay in completion of works	10% of cost of work done amount after expiry of time for the month considered or 0.25% per week or part thereof of contract value whichever is higher.
Maximum amount of Liquidated damages for delay in completion of works.	Liquidated damages for delay at completion of work shall be 10% of the cost of remaining amount of work after original or extended time limit.



Nature of Advance			Amount (Rs.) Conditions to be Fulfilled
i.	Mobilization Advance	5% of the Contract price	On submission of un-conditional Bank guarantee from a bank approved by Employer.
ii.	Material Advance	65% of the value of materials brought at site including GST	a) Satisfactory quality tests. b) Assurance of consumption in works within 2 months. c) Total value not exceeding 70% of item cost. On furnishing indemnity bond.

Repayment of advance payment for mobilisation:

The advance payment shall be repaid on pro-rata basis from the interim payments certified by the Engineer under the Contract. Repayment to start after **25% work** is completed or after **4 months** whichever is earlier, so that complete advance gets recovered when **85%** of the value of the work is completed or **13 months** whichever is earlier, on a pro-rata basis.

Recovery of material advance:

- i) As consumed in works.
- ii) Lying unused at site for more than 2 months
- iii) In case of default by Contractor or termination of Contract.

The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:

Performance Security for 3 percent (3%) of contract price. Additional sums (to be decided after evaluation of the bid) as additional security in terms ITB Clause 31.0.)

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