

CIN: DICDL/DSIR/MISC/03

## Part I

Request for Qualification  
Cum  
Request for Proposal  
For  
Earth Filling in Selected Plots of  
Activation Area in Dholera Special  
Investment Region, Dholera

Dholera Industrial City Development Limited (DICDL)  
6<sup>th</sup> Floor, Block No. 1 and 2, Udhog Bhavan,  
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Gujarat, India  
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## GLOSSARY

<b>Bidder(s)</b>	As defined in Clause 1.2.1
<b>Bid Due Date</b>	As defined in Clause 1.1.7
<b>Bids</b>	As defined in Clause 1.2.2
<b>Bid Price</b>	As defined in Clause 1.2.6
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Bidding Documents</b>	As defined in Clause 1.1.7
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Construction Period</b>	As defined in Clause 1.2.6
<b>Contractor</b>	As defined in Clause 1.1.2
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Defects Liability Period</b>	As defined in Clause 1.2.6
<b>EPC</b>	Engineering, Procurement and Construction
<b>Contract Agreement</b>	As defined in Clause 1.1.2
<b>Estimated Project Cost</b>	As defined in Clause 1.1.4
<b>Experience Score</b>	As defined in Clause 3.2.5
<b>Financial Capacity</b>	As defined in Clause 2.2.2 (B)
<b>Government</b>	Government of India/ Gujarat
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.6 (g)
<b>Joint Venture</b>	As defined in Clause 2.2.1(a)
<b>Lead Member</b>	As defined in Clause 2.2.6 (c)
<b>LOA</b>	Letter of Award
<b>Lowest Bidder</b>	As defined in Clause 1.2.6
<b>Member</b>	Member of a Joint Venture
<b>Net Worth</b>	As defined in Clause 2.2.4 (ii)
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in the Disclaimer
<b>Technical Capacity</b>	As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## Instructions to Bidder for e-Tendering

### 1. Accessing/Purchasing of BID documents

- (i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of the Employer.

DSC should be in the name of the authorized signatory as authorized in Appendix II or Appendix III of the submitted Bid. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable).

- (ii) To participate in the bidding, it is mandatory for the bidders to get registered their firm / Joint Venture with e-tendering portal of the Employer [[www.nprocure.com](http://www.nprocure.com)], to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:

- (a) Registration should be valid at least up to the date of submission of BID.  
(b) BIDs can be submitted only during the validity of their registration.  
(c) The amendments / clarifications to the BID document, if any, will be hosted on the Employer's website [www.nprocure.com](http://www.nprocure.com).  
(d) If the firm / Joint Venture is already registered with e-tendering portal of Employer and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.

- (iii) The complete BID document can be viewed / downloaded from e-tender portal of the Employer, from the date & time mentioned in the "Important Information" section under Clause 1.3.

- (iv) To participate in bidding, bidders have to pay **Rs. 23,600/- (Rupees Twenty Thousand Six hundreds Only)** including 18 % GST towards processing fee for BID (non- refundable) in favour of "**Dholera Industrial City Development Limited (DICDL)**," payable at Gandhinagar. BID Security is to be furnished by the bidder for an amount of Rs. 112,00,000/- (Rupees one crore twelve Lakhs) in the form of Demand Draft or Bank Guarantee (BG) as per the format mentioned in Appendix-V, issued from a scheduled Bank in the name of the Employer.

### 2. Preparation & Submission of BIDs:

- (i) The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal.
- (ii) The documents listed at clause 2.13.1 shall be prepared and scanned in different files (in PDF or JPEG format such that each file size is not more than 2 MB) and uploaded during the on-line submission of BID.

- (iii) Bid must be submitted online only through e-procurement portal of the Employer, [www.nprocure.com] using the digital signature of authorized representative of the Bidder on or before the bid due date and time.

**3. Modification / Substitution / Withdrawal of BIDs:**

- (i) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date and time. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- (ii) Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer are likely to be disregarded.
- (iii) For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.
- (iv) For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.
- (v) Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

**4. Opening & Evaluation of BIDs.**

- (i) Opening and evaluation of BIDs will be done through online process.
- (ii) The Employer shall open on-line received Technical BIDs at 1530 hours IST on the physical bid submission date, in the presence of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose documents listed at clause 2.13.2 of the RFP have been physically received. The Employer will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.
- (iii) Prior to evaluation of BIDs, the Employer shall determine whether each BID is responsive as per clause 2.19\_of this Instruction to Bidders as per e- tendering process.
- (iv) The BID shall be opened of those bidders only who submitted originals as mentioned in para 2 (ii) & (iii) above of e-Tendering procedure. The BID submitted on-line shall not be opened and shall be declared non - responsive, if originals are not submitted as mentioned in para 2 (ii) & (iii) above of e- Tendering procedure.
- (v) The bidder to pay e-tender service provider registration Charges as applicable.

## DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Employer is bound to appoint the selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bids without assigning any reasons whatsoever. The intended

Bidders are advised to see any updates on Website as above form time to time.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1483 km.

National Industrial Corridor Development and Implementation Trust (NICDIT) (erstwhile Delhi Mumbai Industrial Corridor Project Implementation Trust – DMIC Trust) and Dholera Special Investment Region Development Authority (DSIRDA) formed a Special Purpose Vehicle (SPV) named Dholera Industrial City Development Limited (DICDL) for implementation of projects.

The Dholera Special Investment Region (DSIR) is the first investment region to be implemented under DMIC project. As a major new city, Dholera will be a Greenfield industrial hub located approximately 100km south of Ahmedabad in Gujarat. DMICDC, with support of Gujarat Infrastructure Development Board (GIDB) and Dholera Special Investment Region Development Authority (DSIRDA), plan to create an economically and socially balanced new-age city with world class infrastructure and highest quality-of-life standards and sustainability in the urban development context.

Under the overall Implementation and Phasing Plan, the Activation area is identified for early start-up of development. The Activation Area is spread over approximately 2254 ha. The area can be accessed by the existing SH6 via the Coastal Road in north as can be seen in the DSIR plan.

The Project Site is in the Activation Area (AA) of Dholera Special Investment Region (DSIR) which is being developed. Roads and Services are being constructed in the AA under separate contract. AA is connected to the existing Dholera-Rahatalav road, Dholera-Rahatalav road is further connected to existing State Highway number 6 (SH-6). This tender is floated for soil filling of the selected plots as mentioned in the scope of works.

As part of this endeavor, the Employer has decided to undertake the “Earth Filling in Selected Plots for Site – A and Site – B of Activation Area in Dholera Special Investment Region, Dholera” (the “Project”) and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded.

The Estimated cost of the project is INR. 111.74 Crores including GST

- 1.1.2 The selected Bidder (the “**Contractor**”) shall be responsible for construction of the Project as under and in accordance with the provisions of the contract (the “**Contract Agreement**”) to be entered into between the Contractor and the Employer in the form provided by the Employer as part of the Bidding Documents pursuant hereto.
- 1.1.3 The Defects Liability Period shall be 1 (One) years.

- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Contract Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor’s services and obligations.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Employer’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Employer.
- 1.1.7 The Employer shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Employer pursuant to this RFP (collectively the “Bidding Documents”), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the “BID Due Date”).

## **1.2 Brief description of Bidding Process**

- 1.2.1 The Employer has adopted a Single-stage Two Part process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second part shall be opened only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.
- 1.2.2 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of BIDs (the “Bid Due Date”).
- 1.2.3 The Bidding Documents include the draft Agreement for the Project, the Detailed Drawings prepared by the Employer/ consultants of the Employer (the “Details Drawings”) will also be provided to the Bidders, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of amount as defined at para 1 (iv) of instruction to Bidders (the "Bid Security"), refundable not earlier than 120 days from the Bid Due Date, except in the case of the selected Bidder whose Bid

Security shall be retained till it has provided a Performance Security under the Contract. The Bidders will have to provide Bid Security in the form of a demand draft or bank guarantee issued by any scheduled bank in India and having a minimum net worth of Rs. 1000 Crore or any other bank acceptable to the Employer and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.
- 1.2.6 Bids will be evaluated for the Project on the basis of the lowest cost Bid by a Bidder for the entire Project (the "Bid Price") The total time allowed for completion of construction under the Agreement (the "Construction Period") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "Defect Liability Period") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term "Lowest Bidder" shall mean the bidder who is quoting the lowest BID price for entire scope as defined herein after.

The award finalization as above is subject to Employer satisfaction of rate reasonability through its own/other sources and employer reserves its rights to award or annul the tender.

- 1.2.7 Generally, the lowest compliant Bidder as above shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited, if so considered by Employer at his discretion, to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Employer may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes / communications shall clearly bear the following identification / title:

"Queries/ Request for Additional Information: RFP for Earth Filling in Selected Plots of Activation Area in Dholera Special Investment Region, Dholera".

### 1.3 Schedule of Bidding Process

The Employer shall endeavor to adhere to the following schedule:

	<b>Event Description</b>	<b>Date</b>
	Issue Date	13.02.2020
1.	Last date for receiving queries	24.02.2020
2.	Pre-Bid Conference	25.02.2020, 1100 Hrs Venue: DICDL, 6th Floor, Block no. 1&2, Udyog Bhavan, Sector-11, Gandhinagar 382017
3.	Employer response to queries latest by	02.03.2020
4.	Bid Due Date (BDD) (online submission)	12.03.2020
5.	Physical Submission of Bid	13.03.2020 at 1500 Hrs
6.	Opening of Technical Bids	13.03.2020 at 1530 Hrs
8.	Opening of Financial Bids	[To be specified]
9.	Letter of Award (LOA) & work start date	[To be specified]
10.	Validity of Bids	120 days of Bid Due Date
11.	Signing of Contract	Within 15 days of LOA

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Scope of Bid

- 2.1.1 The Employer wishes to receive Bids for Selection of experienced and capable Contractor for the Earth Filling in Selected Plots in Activation Area in Dholera Special Investment Region, Dholera.

#### 2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Joint Venture**”), coming together to implement the Project. However, a Bidder, applying individually or as a member of a Joint Venture, as the case may be, cannot be member of another group of entity and if found so both bids are likely to be disqualified. The term Bidder used herein would apply to both a single entity and a Joint Venture.
- (b) A Bidder shall be registered as Class A and above/ AA in any State Govt., Central Govt. department or equivalent class in CPWD/ other State Government for the work. The Bidder shall submit the certificate of registration or renewal receipt as approved contractor along with the bid.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) Deleted
  - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member thereof; or
  - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s’ information about, or to influence the Bid of either or each other; or

- (vi) Such Bidder or any Associate thereof, has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder, or any of its Members, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member in the past but its assignment expired or was terminated 6 (six) years prior to the date of issue of this RFP.
- (e) Profitability: The Bidder firm shall be profit (net) making firm and shall have made profit at least in three financial years out of the last five financial years prior to submitting the Bid. In case of Joint Venture, the total profitability shall be sum of the individual members. The Bidder should submit attested copies of auditor's report.
- (f) Other eligibility conditions shall include:

Bidder shall also fulfill the eligibility criteria such that their available bid capacity is more than the approximate estimated Project cost indicated in this RFP. The available bid capacity will be calculated as under:

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

Where

A = Maximum value of civil engineering works in respect to Construction Projects executed in any one year during the last five financial years (<sup>§</sup>updated to the price level of the year indicated in Table below) 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 (<sup>§</sup>updated to the price level of the year indicated in Table below) of existing commitments and on-going works to be completed during the next 1.5 years i. e. period of completion of the works for which BID is invited.

In case of Joint Venture, the total Assessed Available Bid Capacity shall be the sum total of the individual members.

**Note:** *The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Chartered Accountant / Statutory Auditor of the Company. Also such list of ongoing works including agreement values and balance works shall be declared on non-judicial stamp paper of worth INR100/- and notarized.*

<sup>§</sup>: The following enhancement factor shall be applied for updating the values of work to bring them to the base year. The current financial year in which the bid is invited

shall be considered as base year.

Year	Financial year	Enhancement factor*
Base (Year of Inviting Tender)	2018-2019	1.00
-1	2017-2018	1.10
-2	2016-2017	1.21
-3	2015-2016	1.33
-4	2014-2015	1.46

If the Tenderer fails to meet any of the criteria as per clause 2.2.1, such Tenderer will not be evaluated in further steps of clause 2.2.2.

2.2.2 To be eligible to bid, a Bidder, shall fulfil the following conditions of eligibility:

**(A) Technical Capacity:**

(i) For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall establish that he has executed Embankment/Earth Work as below for completed / ongoing projects (as supported by Order Copies & Clients’ certificates) during last past 7 (Seven) financial years preceding the Bid Due Date:

Sr. No.	Item of Work	Quantity
1	One contract with Embankment/Earth Work (Cum)	25,60,000
	OR	
2	Two contracts with Embankment/Earth Work (Cum)	16,20,000
	OR	
3	Three contracts with Embankment/Earth Work (Cum)	12,96,000

**(B) Financial Capacity:**

**a. Construction Turnover:** Minimum Construction Average Turnover should be INR. 112 Crores per annum for three preceding consecutive financial years.

**b. (i) Net Worth:** The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. 33 Crores (Rs. Thirty-Three crores Only) at the close of the preceding financial year. All the above items should be certified by the Chartered Accountant / Statutory Auditor of the company.

2.2.3 In case of a Joint Venture (not exceeding 2 entities including main bidder):

The Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Lead member and JV member both shall meet at least 70% and 30 % of conditions respectively against any of the route stipulated at clauses 2.2.1 & 2.2.2. For avoidance of doubt it is further clarified that the Lead Bidder and JV Partner may seek qualification under different routes as at (A) above and further Joint Venture must collectively and individually satisfy the above qualification criteria.

- 2.2.4 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:
- (i) Certificate(s) from its concerned client(s) stating the payments received during the past 5 years, in respect of the Completed Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in the Projects as applicable the share in work done for that particular job/ contract by producing a certificate from the client; and
  - (ii) certificate(s) from its Chartered Accountant / statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- 2.2.5 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Joint Venture, the Members should submit a Power of Attorney in favor of the Lead Member as per format at Appendix-III.
- 2.2.6 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:
- (a) Number of members in a Joint Venture shall not exceed 2 (Two) including lead partner;
  - (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
  - (c) members of the Joint Venture shall nominate one member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by the other Members of the Joint Venture;
  - (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
  - (e) an individual Bidder cannot at the same time be member of a Joint Venture submitting for bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture submitting for bid;
  - (f) the Lead Member shall itself undertake and perform at least 60 (Sixty) per cent scope of the proposed Project.
  - (g) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV



(the “**Jt. Bidding Agreement**”), for the purpose of making the Bid and submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

- (i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) commit the approximate share of work to be undertaken by each member;
  - (iv) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Defects Liability Period is achieved in accordance with the Contract Agreement; and
- (h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Employer.

2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Joint Venture.

2.2.8 The Bidder including any Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Member.

2.2.8.1 The Bidder including any Member shall provide details of all their on-going projects along with stage of litigation, if so, against the Employer / Governments.

2.2.8.2 The Bidder including any member shall also provide details of on-going process of blacklisting if so, under any contract with Employer / Government.

2.2.8.3 The Employer reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.2.8. The decision of the Employer in this case shall be final.

2.2.9 The Technical Capacity and Net Worth of the Bidder/ Members in case of Joint Venture shall be computed under Clauses 2.2.2.

2.2.10 The following conditions shall be adhered to while submitting the Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

- (b) information supplied by the Bidder (or other constituent Member if the Bidder is a Joint Venture) must apply to the Bidder, Member named in the Bid.;
- (c) in responding to the bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Bidder is a Joint Venture, each Member should substantially satisfy the bid requirements to the extent specified herein.
- (e) in case the Bidder does not have the relevant experience for any specific element of the project, it shall be deemed to have given an undertaking to engage specialized personnel/ sub-contractors in accordance with the Agreement.

2.2.11 Deleted:

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bidder hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

### **2.3 Change in composition of the Joint Venture**

2.3.1 Change in the composition of a Joint Venture will not be permitted by the Employer during the Bid Stage.

### **2.4 Number of Bids and costs thereof**

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Joint Venture shall not be entitled to submit another bid either individually or as a member of any Joint Venture, as the case may be.

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.5 Site visit and verification of information**

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## **2.6 Acknowledgement by Bidder**

- 2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of the RFP;
  - (b) received all relevant information requested from the Employer;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Employer relating to any of the matters referred to in Clause 2.5 above; and
  - (d) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.2 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

## **2.7 Right to accept or reject any or all Bids**

- 2.7.1 Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder and as specified in 2.21 of this RFP.
- 2.7.2 The Employer reserves the right to reject any Bid:
- (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

If the Bidder is a Joint Venture, then the entire Joint Venture may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Employer reserves the right to:

- (i) invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the RFP; or
  - (ii) take any such measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Bidding Processes.
- 2.7.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the bid conditions have not been met by the Bidder, or the Bidder has made material

misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Employer may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.

- 2.7.4 The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

## **B. DOCUMENTS**

### **2.8 Contents of the RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### Part I

#### **Request for Qualification cum Proposal**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Bid Conference
- Section 6. Miscellaneous

#### **Appendices**

- I. A) Letter comprising the Technical Bid  
B) Letter Comprising the Financial Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Joint Venture
- IV. Joint Bidding Agreement for Joint Venture
- V. Demand Draft/ Bank Guarantee for BID Security

Part II

Section 1. Draft Contract Agreement and general conditions of Contract

Section 2. Appendixes

A-Bill of Quantities

B-Format for BG

I-Performance BG

II-Advance BG

Section 3. Scope of Work and Technical Specifications

Section 4. Tender Drawings

**2.9 Clarifications**

2.9.1 Bidders requiring any clarification on the RFP may notify the Employer in writing or by fax and e-mail in accordance with Clause 1.2.8. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Employer shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be uploaded on the employer website [www.nprocure.com](http://www.nprocure.com). The Employer will respond to all the queries and without identifying the source of queries.

2.9.2 The Employer shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.

2.9.3 The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the RFP. Verbal clarifications and information given by Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

**2.10 Amendment of RFP**

2.10.1 At any time prior to the deadline for submission of Bid, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be available on Employers website/ e-procurement portal.

2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BID**

### **2.11 Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **2.12 Format and signing of Bid**

2.12.1 The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.12.2 The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, document fee, POA and Joint Bidding Agreement are received in hard copies.

2.12.3 The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid

### **2.13 Sealing and Marking of Bids**

2.13.1 The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal comprising of the following documents along with supporting documents as appropriate:

#### Technical Bid:

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents.
- (b) Power of Attorney for signing the Bid as per the format at Appendix-III;
- (c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-IV
- (e) BID Security in the form of Demand Draft or Bank Guarantee in the format at Appendix-V from a Scheduled Bank.
- (f) Demand Draft in favour of “**Dholera Industrial City Development Limited (DICDL)**,” payable at Gandhinagar towards cost of Bid processing.

#### Financial Bid: (online)

- (a) Appendix-IB (Letter comprising the Financial Bid).
- (b) Appendix A- Abstract of Cost Estimate (Bill of Quantities)

2.13.2 The Bidder shall submit the following documents physically:

- (a) Original Power of Attorney for signing the BID as per format at Appendix-III;
- (b) If applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (c) If applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-IV
- (d) BID Security in the form of Original Demand Draft or Bank Guarantee in the format at Appendix-V from a Scheduled Bank.
- (e) Bid Processing fee in the form of Original Demand Draft in favour of “**Dholera Industrial City Development Limited (DICDL)**,” payable at Gandhinagar.
- (f) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to V and supporting completion certificates / documents.

Each of the envelopes shall clearly bear the following identification:

“Application for Qualification cum Proposal: Earth Filling in Selected Plots of Activation Area in Dholera Special Investment Region, Dholera”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to: DICDL address details

DESIGNATION: Managing Director  
ADDRESS: **Dholera Industrial City Development Limited,  
6th Floor, Block No. 1 and 2, Udyog Bhavan,  
Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017  
Gujarat, India**  
FAX NO: +91-79- 23222481  
Phone: +91-079-29750500,  
E-MAIL ADDRESS: [dbrahmbhatt@dicdl.in](mailto:dbrahmbhatt@dicdl.in)

2.13.4 If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.13.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## 2.14 Bid Due Date

2.14.1 Technical and Financial Bid comprising of the document listed at 2.13.1 of the RFP shall be submitted online through e-procurement portal on or before 1500 hours IST on the Bid Due Date. Documents listed at Clause 2.13.2 of the RFP shall be physically submitted on or before 1500 hours IST on the next working day of Bid Due Date (BDD+1), at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

- 2.14.2 The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

### **2.15 Late Bids**

Bids received by the Employer after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.16 Modifications/ substitution/ withdrawal of Bids**

- 2.16.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- 2.16.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.
- 2.16.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

## **D. EVALUATION PROCESS**

### **2.17 Opening and Evaluation of Bids**

#### **Evaluation of Technical Bids:**

- 2.17.1 The Employer shall open the Bids at 1530 hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.
- 2.17.2 Technical Bids of those Bidders, who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 2.17.3 The Employer will subsequently examine and evaluate Technical Bids in accordance with the provisions set out in Section 3.
- 2.17.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 To facilitate evaluation of Technical BIDs, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.17.6 If a Bidder does not provide clarifications sought under Clause 2.17.5 above within



the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

- 2.17.7 The Employer reserves the right to reject any Technical BID which is non-responsive as per clause no 2.19, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such BID.
- 2.17.8 Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.17.9 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.17.10 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Bidder.
- 2.17.11 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Employer reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.
- 2.17.12 The Employer will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.
- 2.17.13 After evaluation of Technical Bids, the Employer will publish a list of technically responsive Bidders whose financial bids shall be opened. The Employer shall notify other bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Applicants who fail to qualify.

**2.17.14 Evaluation of Financial Bids:**

The Employer shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal of the Employer and e-mail. The Employer shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorized representatives of the Bidders who may choose to attend. The Employer shall publicly announce the Bid Price quoted by the technically responsive Bidder. The Employer shall prepare a record of opening of Financial Bids.

## 2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to, or matters arising out of, or concerning the Bidding Process. The Employer will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Employer or as may be required by law or in connection with any legal process.

## 2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Bids, the Employer shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per format at Appendix-I (A) and 1(B).
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Joint Venture, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;
- (g) it contains certificates from its Chartered Accountant / statutory auditors<sup>1</sup> in the formats specified at Appendix-IA of the RFP for each Eligible Project;
- (h) Deleted
- (i) it is accompanied by the Jt. Bidding Agreement (for Joint Venture), specific to the Project, as stipulated in Clause 2.2.6(g);
- (j) it does not contain any condition or qualification;  
and
- (k) it is not non-responsive in terms hereof.

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<sup>1</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.

- 2.19.2 The Employer reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Bid.

## **2.20 Clarifications**

- 2.20.1 To facilitate evaluation of Bids, the Employer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.20.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

## **2.21 Selection of Bidder**

- 2.21.1 Subject to the provisions of Clause 2.7 the Bidder whose BID is adjudged as responsive in terms of Clause 2.19 and who quotes lowest price shall be declared as the selected Bidder (the "Selected Bidder").

If the Financial Bid, which results as the lowest evaluated bid price, is seriously unbalanced, in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the project to demonstrate the internal consistency of those prices with the proposed construction methods and schedules. After evaluation of the price analysis, taking into consideration the schedule of estimated contract payments, the Employer may require the amount of the Performance Guarantee to be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract. The level of increase in the Performance Guarantee, if any, shall be decided solely by the Employer, up to a maximum of 50% of the prescribed performance guarantee.

In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

- 2.21.2 Deleted

- 2.21.3 Deleted.

- 2.21.4 Deleted.

- 2.21.5 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder

to acknowledge the LOA.

- 2.21.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

## **2.22 Proprietary data**

All documents and other information supplied by the Employer or submitted by a Bidder to the Employer shall remain or become the property of the Employer. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Employer will not return any Bid or any information provided along therewith.

## **2.23 Correspondence with the Bidder**

Save and except as provided in this RFP, the Employer shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

## **2.24 Contacts during BID Evaluation**

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Employer makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Employer and/ or their employees/ representatives on matters related to the BIDs under consideration.

### **3. CRITERIA FOR EVALUATION**

#### **3.1 Evaluation parameters**

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.1 above shall qualify for evaluation under this Section 3. Bids of firms/ Joint Venture who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
  - (b) Financial Capacity

#### **3.2 Deleted**

#### **3.3 Details of Experience**

- 3.3.1 The Bidder should furnish the details of Eligible Experience as stated in qualification criteria.
- 3.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.
- 3.3.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-IA.

#### **3.4 Financial information for purposes of evaluation**

- 3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Joint Venture) for the last 5 (five) financial years, preceding the year in which the Bid is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the chartered accountant / statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-IA.

#### **3.5 Qualification of Bidders**

- 3.5.1 The credentials of eligible Bidders shall be measured in terms of their Experience. In case of a Joint Venture, the Experience of the Lead Member and other members shall be the Experience of the Joint Venture. All Bidders who fulfill the conditions of eligibility specified in Clause 2.2.2 and meet the other conditions specified in this RFP shall be qualified.
- 3.5.2 The Bidders meeting the qualification requirements as per this RFP shall be notified officially after due verification of their credential information in support of qualification.

- 3.5.3 The Bidders meeting the qualification criteria shall be eligible for opening of the financial bids.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Employer may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Employer under Clause 4.1 hereinabove, if a Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Employer during a period of 2 (two) years from the date such Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## **5. PRE-BID CONFERENCE**

- 5.1 Pre-BID conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**APPENDIX IA**

**Letter Comprising the Technical Bid**  
(Refer Clause 2.13.1)

To,

Dated: [ \*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\* ]

Sub: Application for Technical Bid for \*\*\*\*\* Project

Dear Sir,

1. With reference to your RFP document dated ....., we, having examined the RFP document and understood its contents, hereby submit our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the construction of the aforesaid Project and maintenance of the Project during the Defects Liability Period.
4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, any of the Joint Venture Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:
  - (a) We have examined and have no reservations to the RFP document, including any Addendum issued by the Employer.
  - (b) We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and

- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 [or obstructive practice as defined in Appendix V] of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
- (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.9 of the RFP document.
9. We believe that we/ our Joint Venture/ proposed Joint Venture satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are qualified to submit a Bid.
10. We declare that we/ any Member of the Joint Venture are not a Member of a/ any other Joint Venture applying for bid.
11. We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Joint Venture or against our CEO or any of our directors/ managers/ employees.
14. We further certify that we/ any Member of the Joint Venture are not barred by the Central/ State Government or any entity controlled by it, from participating in any project and that no bar subsists as on the date of Bid.
15. Deleted

16. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Employer of the same immediately.

17. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-IA of the RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of Joint Venture, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

18. Deleted

19. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. The documents accompanying the Technical BID, as specified in Clause 2.13.1 of the RFP, have been submitted in separate files.

21. We offer a BID Security of Rs.\*\*\*\* (Rupees \*\*\*\* only) to the Employer in accordance with the RFP Document.

22. The BID Security in the form of a Demand Draft or Bank Guarantee is attached.

23. We agree and undertake to abide by all the terms and conditions of the RFP document.

24. We certify that in terms of the RFP, our Net Worth is Rs. .... (Rs. in words)

25. We undertake to engage personnel specialized/ sub-contractors for construction of those elements of the Project for which we do not have adequate experience

26. We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement. }\$

27. We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

28. WE undertake to deploy following minimum equipment/vehicles for smooth execution of the works.

1. Dump Trucks / Tippers: 30 Nos.
2. Excavators: 4 Nos.
3. Rollers: 4 Nos.

- 4. Graders: 4 Nos.
- 5. Water Tankers: 8 Nos.

WE further confirm and clearly understood that the machinery listed above shall not be a limiting factor and it shall be his responsibility to arrange as per direction of Employer Representative time to time.

29. WE confirm & declare that the following equipment/vehicles along with capacity and their numbers s are Owned by ourselves and our associates:

- 1.
- 2.
- 3.
- 4.
- 5.
- .....
- .....

30. WE also confirm that we shall arrange following equipment/vehicles from other sources within time as per site requirement to complete the work.

- 1.
- 2.
- 3.
- 4.
- 5.
- .....
- .....

31. We shall keep this offer valid for 120 (one hundred and Twenty) days from the BID Due Date specified in the RFP.

In witness thereof, we submit this bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

<sup>s</sup> Omit if the Bidder is not a Joint Venture.

Appendix IA  
Annex-I

**ANNEX-I**

**Details of Bidder**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:  
(e) GST Number and copy:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Joint Venture:
  - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

Appendix IA

Annex-I

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)} <sup>§</sup>	Share of work in the Project {Refer Clauses 2.2.6(a) & (f) & (h)}
1.			
2.			

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

(d) The following information shall also be provided for each Member of the Joint Venture:

**Name of Bidder/ member of Joint Venture:**

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

<sup>§</sup> All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.



Appendix IA  
Annex-I

The updated following information w.r.t para 2.2.8 for the Bidder and each Member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

No.	Criteria	1 <sup>st</sup> last Year	2 <sup>nd</sup> last year	3 <sup>rd</sup> last year
1.	If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any of its Joint Venture Member.			
2.	Updated details of stage of litigation, if so, against the Employer / Governments on all the on-going projects of the bidder or any of its Joint Venture Member.			
3.	Updated details of on-going process of blacklisting if so, under any contract with Employer / Government on the Bidder including any of its Joint Venture member.			

Appendix IA  
Annex-II

**ANNEX-II**

**Technical Capacity of the Bidder<sup>®</sup>**

*(Refer to Clauses 2.2.2 and 3.3 of the RFP)*

<b>Sr. No.</b>	<b>Name of the work</b>	<b>Project details</b>	<b>Project cost</b>

**ANNEX-III**

**Financial Capacity of the Bidder**

*(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFP)*

**(a) Construction Turnover**

<b>S. No.</b>	<b>Financial years</b>	<b>Average Annual turnover from construction business of the Bidder (INR)</b>
1	2018-2019	
2	2017-2018	
3	2016-2017	
	<b>Average for three years</b>	[indicate sum of above divided by 3]

**Certificate from the chartered accountant / Statutory Auditor**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

- i. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Member-in-charge.
- ii. In case the Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

**(b) (i) Net Worth (In Rs. crore<sup>\$</sup>)**

Bidder type	Net Cash Accruals					Net Worth <sup>£</sup>
	Year 1 (2)	Year 2 (3)	Year 3 (4)	Year 4 (5)	Year 5 (6)	Year 1 (7)
(1)						
Single entity Bidder or Lead Member including other members of the Joint Venture						
TOTAL						

**Name & address of Bidder's Bankers:**

<sup>\$</sup> <sup>£</sup>The Bidder should provide details of its own Financial Capacity.

Appendix IA  
Annex-III

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder;
  - (b) be audited by a chartered accountant / statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an chartered accountant / Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP document.

**ANNEX-IV**

**Details of Eligible Projects**

*(Refer to Clauses 2.2.2(A) and 3.3 of the RFP)*

# A separate sheet should be filled for each Eligible Project.

**Project Code:**

**Entity: Self/Members:**

<b>Item</b>	<b>Refer Instruction</b>	<b>Particulars of the Project</b>		
(1)	(2)	(3)		
Title & nature of the project				
Category	5			
Year-wise (a) payments received for construction for eligible projects	6	Sr.no.	Year	Payment (amount in INR.)
Entity for which the project was constructed	7			
Location				
Project cost	8			
Date of commencement of project/ contract				
Date of completion/ commissioning	9			
Completion certificate attached	Yes/ No			

Note:

Bidders are notified that they can add any number of projects to substantiate their experience in support of their Qualifying experience along with all details/ attachments in same format as above. Further experience data mentioned/attached anywhere else may not be taken into account and the Employer takes no responsibility to review such information.

**Instructions:**

1. Bidders are expected to provide information in respect of each Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Project.

**ANNEX-V**  
**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Joint Venture)*

Ref. Date:

To,

\*\*\*\*\*

\*\*\*\*\*

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our Joint Venture.\*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf\* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*



**Annexure-A**

**Information required to evaluate the BID Capacity under clause 2.2.1(f)**

To calculate the value of "A"

1. A table containing value of Civil Engineering Works in respect to Projects (EPC Contract/ Item Rate Contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows:

Sr. No.	Year	Value of Civil Engineering Works undertaken w.r.t. Projects (Rs. In Crores)
1	2018-19	
2	2017-18	
3	2016-17	
4	2015-16	
5	2014-15	

2. Maximum value of projects that have been undertaken during the F.Y. \_\_\_\_\_ out of the last 5 years and value thereof is Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_).

Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. Crores x \_\_\_\_\_ (Updation Factor as per Appendix) = Rs. \_\_\_\_\_  
Crores  
(Rupees \_\_\_\_\_)

To be certified by Statutory Auditor or Chartered Accountant.

..... ..... Signature, name and designation of Authorised Signatory  For and on behalf of .....(Name of the Applicant)
--

..... ..... Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)
---

**To calculate the value of "B"**

A table containing value of all the existing commitments and on-going workings to be completed during the next Eighteen Months (1.5) years is as follows:

Sl. No.	Name of Project / Work	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement / LOA	Value of contract as per Agreement / LOA Rs. in Crore	Value of work completed Rs. in Crore	Balance value of work to be completed Rs. in Crore	Anticipated date of completion	Balance value of work at 2014-15 price level Rs. in Crore
1	2	3	4	5	6	7	8	9 (3x 7 x #)

# Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
Base	2018-19	1.00
-1	2017-18	1.1
-2	2016-17	1.21
-3	2015-16	1.33
-4	2014-15	1.46

The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorized Signatory of the Employer in respect of BOT Projects/ CA/ Statutory Auditor.

.....  
.....  
Signature, name and designation of  
Authorised Signatory  
  
For and on behalf of .....(Name  
of the Applicant)

.....  
.....  
Name of the Statutory Auditor's firm:  
Seal of the audit firm: (Signature, name  
and designation and Membership No. of  
authorised signatory)

**APPENDIX - IB**  
**Letter comprising the Financial BID**  
*(Refer Clauses 2.13.1, and 2.19)*

Sub: BID for \*\*\* \*\* Project

Dated:

Dear Sir,

1. With reference to your RFP document dated \*\*\* \*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.
2. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The Bid price has been quoted by me/us after taking into consideration of all the terms and conditions stated in the RFP, Draft Agreement, our own estimates of Costs and after careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project and we understand that no additional payments shall be allowed on the basis of change in site parameters at a later date.
4. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 120 (one hundred and Twenty) days from the BID Due Date specified in the RFP.
7. I/ We hereby submit our BID and offer a BID Price Rs. ....  
(Rs..... in words) for **undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.**

Yours faithfully,

Date:  
the Place:

(Signature, name and designation of  
Authorised Signatory)  
Name & seal of Bidder / Lead Member Class III  
DSC ID of Authorised Signatory

**APPENDIX II**

**Format for Power of Attorney for Signing of Bid**

*(Refer Clause 2.2.5)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental submission of our bid for the \*\*\*\*\* Project proposed or being developed by the \*\*\*\*\* (the "Employer") including but not limited to signing and submission of allbids and other documents and writings, participate in Bids and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or until the Commencement Date under Contract Agreement

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For  
.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Appendix II

Page 2

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- ✦ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ✦ *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ✦ *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**APPENDIX III**

**Format for Power of Attorney for Lead Member of Joint Venture**

*(Refer Clause 2.2.5)*

Whereas the \*\*\*\*\* (“the Employer”) has invited bids from interested parties for the \*\*\*\*\* Project (the “Project”).

Whereas, ....., ....., ..... and ..... (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFP), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ..... having its registered office at ....., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of , bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s bid for the Project and/ or upon award thereof until the Commencement Date under the Contract Agreement .

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts,

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deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

- ★ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

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- ✦ *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
  
- ✦ *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



**APPENDIX IV**

**Format for Joint Bidding Agreement for Joint Venture**

*(Refer Clause 2.13.2)*

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of  
..... 20...

**AMONGST**

1. {..... , a company } and having its registered office at .....  
(hereinafter referred to as the “**First Part**” which expression shall, unless  
repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... , a company } and having its registered office at .....  
(hereinafter referred to as the “**Second Part**” which expression shall, unless  
repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND } PART are  
collectively referred to as the “**Parties**” and each is individually referred to as a  
“**Party**”

**WHEREAS,**

- (A) [....., incorporated under  
the ..... Act ....., represented by its ... .. and having its  
principal offices at .....] (hereinafter referred to as the “**Employer**”  
which expression

shall, unless repugnant to the context or meaning thereof, include its  
administrators, successors and assigns) has invited Bids (the “**Bids**”) by its  
Request for Qualification No. .... dated  
.....(the “**RFP**”) for of bidders ... .. Project (the “**Project**”)  
through an Contract Agreement.

- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Joint Venture**

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

**3. Covenants**

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into the Contract Agreement with the Employer for performing all its obligations as the Contractor in terms of the Contract Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Commencement Date under the Contract Agreement;
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the Contract Agreement, till such time as the completion of the Defects Liability Period in accordance with the Contract Agreement.

The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Joint Venture and shall at all times be liable and responsible for discharging the functions and obligations of the Joint Venture; and that each member of the joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Joint Venture.

**6. Share of work in the Project**

The Parties agree that the proportion of construction in the Contract Agreement to be allocated among the members shall be as follows:

First Party:

Second Party:

Further, the Lead Member shall itself undertake and perform at least 60 (Sixty) per cent scope of the proposed project if the Contract is allocated to the Joint Venture.

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof; violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (iv) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

## **9. Miscellaneous**

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

*Notes:*

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

**APPENDIX - V**

**Bank Guarantee for BID Security**  
(Refer Clauses 1.2.4 )

B.G. No. Dated:

1. In consideration of you, \*\*\* \*\*, having its office at \*\*\* \*\*, (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the \*\*\* \*\* Project (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.4 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.



10. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* crore (Rupees \*\*\* \*\* crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorized official.

(Signature of the Authorised Signatory)  
(Official-Seal)

**APPENDIX -VI**

**Declaration Regarding Role of Lead Bidder & JV Partner**

We, .....The Bidder ....., hereby declare that in the event of getting Award for ....., the major role of Lead bidder and JV partner shall be as follows:

1. Lead Bidder

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

2. JV Bidder/ Partner

.....  
.....  
.....  
.....  
.....  
.....  
.....

We have clearly understood and here by confirm that main responsibility rests with be Main bidder. Further we are open to discuss the same before / after award as may be required by the Employer.

## Part II

### Draft Form of Contract

for

### **Earth Filling in Selected Plots of Activation Area in Dholera Special Investment Region, Dholera**

Dholera Industrial City Development Limited (DICDL)

6<sup>th</sup> Floor, Block No. 1 and 2, Udhog Bhavan,

Sector-11, 'GH-4' Circle, Gandhinagar – 382011

Gujarat, India

CIN: U45209GJ2016SGC085839

February 2020

Program Manager for New Cities (PMNC)



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## **Section 1. Standard Form of Contract**

STANDARD FORM OF CONTRACT

CONTRACT FOR

Between

[Name of Employer]

[Name of Contractor]

[Date]

## I Draft Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the month of [month] [year in ‘yyyy’ format], by and between

The Dholera Industrial City Development Limited, a company incorporated under the Companies Act, 2013, having its Registered Office at 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, ‘GH-4’ Circle, Gandhinagar – 382011 Gujarat, India, hereinafter referred to as the “Employer” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns of the First Part.

AND,

[Name of Contractor and registered address]

(Hereinafter called the “Contractor”) which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the Second Part

WHEREAS

- a) The Employer has requested the Contractor to provide certain Construction services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);
- b) The Contractor, having represented to the Employer that they have the required professional skills, personnel, technical & construction resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- a) The following documents attached hereto shall be deemed to form an integral part of this Contract:
- b) The General Conditions of Contract (hereinafter called “GC”);
- c) The following Appendices:

Appendix A: Bill of Quantities (BOQ)

Appendix B: Copy of Letter of Award

Appendix C: Copy of letter of Award/ acceptance by Contractor

Appendix D: Specifications

Appendix E: Copy of Bank Guarantee for Performance Security and insurances

Appendix F: Response to queries and Addendum issued during bid processing

Appendix G: Correspondences

1. The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the Contract; in particular:



- a) The Contractor shall carry out the work in accordance with the provisions of the Contract;  
and
  - b) Client will make payments to the Contractor in accordance with the provisions of the Contract.
2. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
- a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
  - b) the provisions of the GCC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
  - c) the Appendices shall subject to each of the Contract, and the GCC.
  - d) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONTRACTOR

[Signature]

[Name]

[Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

## II General Conditions of Contract

### 1.1 Definitions

In the contract (as hereinafter defined) the following words and expression will have the meanings hereby assigned, to them:

- a. Approved/ Approval means approved in writing.
- b. Construction plant means all equipment, appliance or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works but do not include materials or other things intended to form or forming part of the permanent work.
- c. Contract means the contract Agreement entered between the Employer and Contractor. The instruction and information, general rules and direction for tenderers, terms and conditions of contract, specification, drawings, the schedules of quantities and tender prices, the formal agreement and all addenda (including corrigendum if any) and attachments related to the above, referred in the contract agreement shall constitute the contract.
- d. Contractor means the particular person, firm or Company or Group of firms or Companies or his designated representative with whom the contract has been made for executing the works and includes his legal successors.
- e. Day means a day from midnight to midnight.
- f. Defects liability period shall mean 12 (Twelve) months from the certified date of completion. (The certified date of completion shall be in accordance with Clause – 1.43.).
- g. Drawings means the drawings referred to in the specifications, any modification of such drawings approved in writing and such other drawings as may from time to time be furnished or approved in writing by the Employer.
- h. Employer/ Owner mean Dholera Industrial City Development Limited and include its legal successor.
- i. Employers Representative: Person/Agency appointed by the Employer to Discharge its Obligations under this Contracts.
- j. IS means Indian Standards, prescribed by the Bureau of Indian Standards
- k. Month means period from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.
- l. Site means the lands and other places on, under, in or through which, the works are to be executed or carried out and any other lands or places provided by the owner for the purposes of the contract together with such other places as may be specifically designated in the contract or subsequently approved as forming part of site.
- m. Temporary Works means all temporary works of every kind required for the performance of the contract.
- n. Tendered Amount means the total tender amount indicated in the letter of acceptance of the tender.

- o. The expression “work” or “Works” where used in these conditions shall, unless, there be something in the subject or context repugnant or such construction be construed to mean the work, or the works contracted to be executed under or in virtue of contract, whether temporary or permanent, and whether original, altered, substituted or additional.
- p. Week means seven consecutive days.
- q. S.O.R. means schedule of rates.

## **1.2 Interpretations**

Words imparting the singular only, also include the plural, he includes she and vice a versa unless this is repugnant to the context. Wherever the term “Specification” is used apart from a specified standard specification, it shall mean the specification or plan prepared for a particular item as per the instruction to the Contractor in executing that item of works.

## **1.3 Language of Contract**

All written matter and correspondence in connection with the Contract shall be in English.

## **1.4 Contract Document and Matters to be treated as Confidential**

All documents, correspondence, decision and order concerning the contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorized person.

## **1.5 Stamp Duty**

The Stamp Duty for entering into agreement shall have to be paid by the Contractor.

## **1.6 Performance security**

- a. The Contractor shall, for the performance of its obligations hereunder during the Construction Period, provide to the Employer, within 30 (Thirty) days of the date of issue, of letter accepting the tender, an irrevocable and unconditional guarantee from a Bank in the form set forth in Part II, section 2 Annexure I - A (the “**Performance Security**”) for an amount equal to 5% (Five Percent) of the Contract Price in case of sole bidder and 4 % in case with JV Partner.

In addition to above the JV partner, if so, shall, for the performance of its obligations hereunder during the Construction Period, provide to the Employer, within 30 (Thirty) days of the date of issue, an irrevocable and unconditional guarantee from a Bank in the form set forth in Part II, section 2 Annexure I – B (the “**Performance Security**”) for an amount equal to 2% (Two Percent) of the Contract Price.

- b. In addition to the above, the Employer shall deduct security deposit from the intermediate bills i.e. the running account bills an amount at the rate of 5% (five percent) of the total amount of each bills, as a remaining Security Deposit subject to the condition that the total amount of such deductions shall not exceed 5% (Five percent) of the tendered amount put to tender as mentioned in the letter of acceptance of the tender.
- c. The Performance Bank Guarantee must remain valid for at least three months after the Defect Liability Period is over.
- d. Fifty percent (50%) of the Security Deposit less any amount due shall be returned to the contractor after completion of the Works as per clause no 1.43 and the remaining Fifty

percent (50%) of the security deposit shall be returned only after three months of the defect liability period is over and subject to the Employer certifying that no liability is attached to the contractor.

- e. Additional security deposit shall be furnished by the bidder as decided by the Employer's authority at the time of entering into contract, if any.

## **1.7 Actions When Performance Security is forfeited**

1.7.1 In any case, in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (Whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause, the Employer's Representative on behalf of the Employer, shall have powers:

- a. To rescind the contract (of which rescission notice in writing to the Contractor under the hand of Employer's Representative shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Employer.
- b. To employ labour paid by Employer and to supply materials to carry out work , or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price, the certificate of the Employer's Representative shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of this contract and in that case the certificate of the Employer's Representative to the value of the work done shall be final and conclusive against Contractor.
- c. To order that the work of the Contractor be measured up and to take such part thereof as shall be unexecuted out of hands, and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (as to the amount to which excess expenses the certificate in writing of the Employer's Representative shall be final and conclusive) shall be borne and paid by the original contractor and shall be deductible from any money due to him by the Employer under this contract from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

1.7.2 In the event of any of the course being adopted as per clause 1.7.1 above by the Employer's Representative, the Contractor shall not claim to compensate for any loss sustained by him by reason of his having purchased or procured any materials, or made any advances on this account or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed by him under this contract unless and until the Employer's Representative shall have certified in writing the performance of such work and the amount payable in respect thereof and shall only be entitled to be paid amount so certified.

1.7.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies than unless the accepting authority is satisfied that legal heirs or representatives of the individual Contractor or of proprietary concern, are capable of carrying out and complete the contract, as the accepting authority shall be entitled to cancel the contract, as to its uncompleted part by forfeiting the security deposit under clause 1.7.1(a) without Employer being in anyway liable to pay any compensation to the heirs of the deceased contractor on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased contractor cannot carry out and complete the contract

shall be final and binding on the parties. In the event of such a cancellation, Employer shall not hold the heirs of the deceased Contractor liable for damages for not carrying out the work remaining incomplete as on the date of death of individual Contractor or the proprietor.

- 1.7.4 In any case in which any of powers conferred upon the Employer's Representative under clause 1.7.1 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable at any future date.
- 1.7.5 In the event of the Employer's Representative taking action under clause 1.7.1 to 1.7.4 he may if so desires, take possession of all or any tools, plants, machineries, materials and stores in or upon the work or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract-rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable with current market rates where ascertainable of similar articles and comparable condition, to be certified by the Employer's Representative. In the alternative the Employer's Representative may by notice, in writing to the Contractor or his clerk of the works. Foreman or other authorized agent require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisitions, remove them at the Contractor's expenses or shall remove them by auction or private sale at the risk and cost of the Contractor in all respect, and the certificate of the Employer's Representative as to the expenses of any such removal and the amount of the proceeds shall be final and conclusive against the Contractor.

## **1.8 Setting Out**

The Contractor shall establish at his cost reference points, reference lines and bench marks at suitable points as may be considered necessary by the Employer's Representative. The Contractor shall be responsible for the proper setting out of the works and the correctness of positions. Levels, dimensions and alignments of all parts of the work and for the provision of all necessary instrument, appliance and labour in connection therewith. If, at any time, during the progress of the work any errors, appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being required to rectify such errors by the Employer's Representative shall rectify it at his own expense to the satisfaction of the Employer's Representative. The checking of and setting out of any line or level by the Employer's Representative or the representative shall not in any way relieve the contractor of his responsibilities for the correction of the error. The Contractor shall carefully protect and observe all bench marks, site nails, pegs and other things used in setting out of the work(s).

## **1.9 Progress Schedule**

- a. The Contractor shall furnish to the Employer's Representative within one week micro level planning from the date of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping in view the requirement of the terms and conditions and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Employer's Representative. Further, the dates for the progress, indicated in the schedule shall be adhered to.

- b. The Employer's Representative shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work or any part thereof and the Contractor shall after receiving such direction, proceed in the order directed. The Contractor shall also revise the progress schedule accordingly and submit four copies of the revised schedule to the Employer's Representative within seven days of the said Engineer's direction to alter the order of works.
- c. The Contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the works as per approved progress schedule. The working and shift hours shall comply with all the Employer's regulations in force and shall be such, as may be approved by the Employer's Representative and the same not be varied without the prior approval of Employer's Representative.
- d. The Contractor shall from time to time as may be required by the Employer's Representative, furnish the Employer's Representative with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Employer's Representative, may if he considers necessary at any time advice alteration in the same, which the Contractor shall adopt on notice thereof.
- e. The progress schedule(s) shall be in the form of progress chart, forms, statements and/ or reports prepared in latest version of Microsoft Project or Primavera as may be approved by the Employer's Representative.
- f. In case it is found necessary, at any stage to alter the schedule, the Contractor shall submit in good time a revised schedule incorporating necessary modifications proposed and get the same approved from the Employer's Representative.

Revised schedule shall not be operative without such acceptance in writing. The Employer's Representative is further empowered to ask for more detailed schedule or schedules say week by week, for any item or items and the Contractor shall supply the same as and when asked for. The approval of the progress-schedules by the Employer's Representative shall not relieve the contractor of any of his duties, responsibilities under the contract. The adoption of any modification in the schedule required by the Employer's Representative shall not entitle the Contractor to any extra payment. The contractor shall submit four copies showing the progress of work in the form of a chart etc. at periodical intervals as may be specified by the Employer's Representative.

#### **1.10 Action when the progress of the work is unsatisfactory**

If the progress of any particular portion of the work is unsatisfactory, the Employer's Representative shall, notwithstanding that the general progress of the work is satisfactory, in accordance with clause 1.56, be entitled to take action under clause 1.7.1(b) after giving the Contractor 10 days' notice in writing and the Contractor will have no claim what so ever for any compensation or loss sustained by him in owing to such action.

#### **1.11 Time for completion and extension of time**

The contractor shall commence the work immediately upon the notification of award and proceed in accordance with the time schedule furnished pursuant to Clause 1.9 and complete the work in all respects within 18 (eighteen) months from notification of award. If the contractor desires for an extension of time for completion of the work on the ground of his having been unavoidable hindered in its execution or any other ground, he shall apply in writing to the Employer's Representative before the expiry of the period stipulated in the tender or the expiry of 30 days from the date on which he was hindered whichever is earlier and the Employer may, if in their opinion, believes that there are reasonable grounds for

granting the extension, grant such extension, as he thinks necessary or proper. The decision of the Employer in this matter shall be communicated to the Contractor by the Employer's Representative and shall be final.

## **1.12 Action where no specifications**

1.12.1 In the case of any type of work for which there is no specifications, such work shall be carried out in accordance with the Employers specifications and in the event of there being no Employers specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions, and requirements of the Employer's Representative.

1.12.2 Purpose of Drawings and specifications and conformance thereto shall be treated as under:

- a. The contract drawings read together with the contract specifications are intended to show and explain the manner of executing the work and to indicate the type or class of materials to be used.
- b. The work shall be carried out in accordance with the directions of the Employer / Employer's Representative in accordance with such further drawings, details and instructions as may be given by the Employer / Employer's Representative, from time to time.
- c. It shall be the responsibility of the contractor to promptly bring to the notice of the Employer / Employer's Representative any error or discrepancy in the contract documents and obtains his orders thereon. Only stated dimensions are to be taken and not those obtained from scaling the drawings. In case of any discrepancy between the description of an item in the Appendix-A and the specifications, the later shall prevail and in case any discrepancy between the specification and drawings, the drawings shall prevail. In case any feature of the work is not fully described and set forth in the item drawings and specification, the contractor shall forthwith apply to the Employer's Representative for further instructions, drawings or specifications.

1.12.3 Modifications

- a. The Employer / Employer's Representative may order modifications at any time before completion of the work. No modification shall be made unless so ordered in writing.
- b. For all modification, the Employer / Employer's Representative will issue revised plans.

1.12.4 Signed Drawings – No Authority to the contractor

Signed drawings alone shall not be deemed to be an order for the work unless it is entered in the agreement or schedule of drawings under proper attestation of the contractor and the Employer's Representative or unless it has been sent to the contractor by the Employer's Representative with a covering letter conforming that the drawings is an authority for the work under the contractor.

1.12.5 Copies of drawings and specifications

Copy of the typical modified or supplementary drawings and the specifications shall be furnished to the contractor.

## **1.13 Land required by the Contractor**

The Contractor shall have to make his own arrangement for land required by him for his camp, workshops, labour camps, stock-piling of materials and machineries etc.

### **1.14 Entering Upon or Commencement of Work, monitoring, surveillance and security of site of borrow area and designated land filling**

- a) The contractor shall not work upon or commence any portion of work except with the written authority and instruction of the Employer's Representative of the work, failing which the contractor shall have no claim to ask for measurement or payment for work.
- b) The contractor will be responsible to secure the both sites i.e. Site of Borrow Area and Site of Land Filling from illegal use of borrow material / theft of borrow material from both the sites.
- c) In order to prevent the sites from theft or illegal use of borrow material, the contractor shall prepare and submit its monitoring and surveillance plan and get it approved from the client or Office of Commissioner Geology & Mining.
- d) The contractor will be responsible for implementation of approved monitoring and surveillance plan and shall submit report on regular interval as specified by the client or Office of Commissioner Geology & Mining at time of approval of the plan.
- e) Contractor shall commence borrow area work operation only after approved plan has been placed and implemented on the site.

### **1.15 Accesses to Site and Work**

The Employer/ Employer's representative may, if he consider fit from time to time, enter upon any land(s), which may be in possession of the Contractor under this contract for the purpose of executing any work not included in this contract and may execute such work not included in this contract by agents or by other Contractor in his opinion and the Contractor shall, in accordance with the requirements of the Employer's Representative, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other Contractor employed by the Employer and his workmen or for the workmen of the Employer who may be employed in the execution on or near the site of the work not included in the contract or of any contract-in connection with or ancillary to the work and in default, the Contractor shall be liable to the Employer for any delay or expense incurred by reason of such default, provided always that if the exercise of these powers shall cause any damage to the construction, he may, within, fifteen days of such damage arising make statement of the same to the Employer / Employer's Representative who shall, from time to time, assess the value in his judgment of such damage and the Employer shall from time to time pay to the Contractor the amounts (if any) accepted as justified by the Employer's Representative.

### **1.16 Works to be executed under direction of Employer's Representative**

All works to be executed under the Contract shall be executed under the direction of Employer's Representative and subject to approval in all respect of the Employer who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

### **1.17 Materials and Workmanship**

#### **1.17.1 Materials**

- a. All materials, articles and workmanship shall be of the most suitable quality for the work. The unit rates quoted shall deem to have included procurement, transport, handling, storage etc.



b. Equivalency of Standards and Codes

Wherever reference is made in the Contract to the respective standards and codes in accordance with which goods and materials are to be furnished, and works is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract. Where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Employer's Representative prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Employer's Representative at least 30 days prior to the date when Contractor desires the Employer's Representative's approval. In the event the Employer's Representative determines that such deviations do not ensure equal or higher quality, the Contractor shall comply with the standards set forth in the contract documents.

c. The Contractor shall without extra cost provide sample for the testing of materials and facilitate inspection of the works. The Employer's Representative shall have access at all times to the places of storage and to the places where materials are being manufacture or processed for use on the works under the Contract, to determine whether their manufacture and process are proceeding in accordance with the drawings and specifications.

d. All materials, articles shall be specified and in accordance with the instructions of Employer's Representative.

1.17.2 Workmanship

The Contractor shall execute the whole and every part of the work in substantial and workman-like manner and both as regards materials and in other respects in strict accordance with specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Employer's Representative.

The Contractor will be entitled to receive the certified copy of the accepted tender along with the work order free of cost and will also be entitled to receive, on request two sets of working drawings, according to the progress of work, as and when needed, free of cost.

1.17.3 Employment of Qualified Engineer

The contractor shall employ a full time technically qualified staff during the execution of this work. The engineers so employed for the work must have sufficient experience to handle the work independently. Such Engineers shall have to stay at the site of work and they shall not be entrusted with any other duty except of this work.

Even if the contractor or a partner of the contractor, firm is a graduate Civil Engineer, employment of adequate number of engineers will however be necessary for the execution of the work on site as may be decided by the Employer's Representative.

1.17.4 Work to be open for inspection - Contractor or Responsible Agent to be present

All works under or in course of execution or executed in pursuance of the contract shall, at all times be open for the inspections and supervision of the Employer's Representative and his sub-ordinate and the contractor shall, at all times during the usual working hours and all other times at which reasonable notice of the intimation of the Employer's Representative or his sub-ordinate to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be

considered to have the same force and effect as if they had been given to the Contractor himself.

#### 1.17.5 Notice to be given before work is covered up

The contractor shall give not less than five days' notice in writing to the Employer's Representative or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Employer's Representative or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

#### 1.17.6 Action and Compensation for Bad Work

If at any time before the expiry of Defects Liability period as detailed in clause 1.17.7, it shall appear to the Employer's Representative or his sub-ordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Employer's Representative to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been passed. Certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the works so specified in whole or in part as the case may be required or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Employer's Representative in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent of the amount of the estimate of the rectification for every day not exceeding ten days during which the failure so continues and in the event of any such failure as aforesaid continuing beyond ten days, the Employer's Representative may rectify or remove and re-execute the work or remove and replace the materials complained as the case may be at the risk and expense in all respects of the Contractor. Should the Employer's Representative consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix thereof. However, the contractor shall be responsible for normal maintenance of the work till the final bill for the work is prepared by the Employer.

#### 1.17.7 Defect Liability Period

The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Employer's Representative shall give a notice in writing to the contractor about the defect and the Contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Employer's Representative may rectify or remove or re-execute the work at the risk and cost of the Contractor. The Employer's Representative shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defects Liability period shall be 12 Months from the certified date of completion (The certified date of completion shall be as per clause 1.43)

### 1.18 Testing of Materials

- a. All materials before being utilized in works shall be inspected and tested, if found necessary, by the Employer's Representative or his representative. The nature of testing and periodical intervals at which such testing is to be done etc. shall be as per the latest editions of relevant IS Codes and determined by the Employer's Representative. The day-to-day and periodical tests to be carried out on materials mixes and placed concrete, mortar etc. shall be specified by the Employer's Representative from time to time and the Contractor shall provide free of cost all facilities towards collections of samples etc. unless otherwise specified. Labours for collecting samples and transportation of the samples to quality control authorities for test shall be provided free cost of by the contractor. Also electricity, fuel, water curing tank and stores etc. shall be provided free of cost by the contractors.
- b. The materials shall be tested at any place directed by the Employer's Representative. The Contractor shall obtain the test results from the concern authority and the results given by such authorities shall be considered to determine whether all materials, workmanship are of respective standard described in contract and in accordance with the instructions of the Employer's Representative. The Contractor's representatives shall, however, be given access to all operations and tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and methods adopted. It shall then be the Contractor's responsibility to produce on the work, materials and finished item to the standard as determined by the laboratory tests or to take follow up action to rectify the quality.

All Testing charges shall, however, be borne by the Contractor.

- I. When the supply of the samples and the carrying out of such test at Contractor's cost is provided for or clearly intended in the Contract and is carried out either at the site of work or at place of manufacturer.
  - II. When the supply of the samples and the carrying out of such tests is not provided for or clearly intended in the contract, but on testing the material is found defective and has to be rejected.
  - III. Testing charges for testing of Cement, TMT bars, RCC pipes, M.S. pipes and all materials to be used in the works including cost of samples and its collection shall be borne by the Contractor.
- c. The Contractor shall, however, supply all materials, required for tests and also make good at his cost, materials, mixes and bore/ core hole with similar or other materials as may be directed by and to the satisfaction of the Employer's Representative.
  - d. The Contractor shall make suitable arrangements to see that one of his representatives remains present at the time of taking samples and shall authenticate the facts. If the Contractor, fails to keep his representative present at site at the time of taking samples or fail to provide required labours and other equipment to collect the samples, the same shall be taken by the Employer, and the samples selected shall be considered as authentic. The cost incurred by the Employer when the Contractor fails to provide required men and materials for collecting samples and or their transport shall be recovered from the Contractor.

## 1.19 Quality Assurance

### 1.19.1 Assurance Programme

In addition to the testing procedure as laid down in clause -1.18 (Testing of Materials), the contractor shall submit a detailed field Quality Assurance Programme containing the overall quality management and procedures which he proposes to be followed during various phases of constructions as detailed in the relevant clause of the technical specifications of the contract and get it approved from the Employer's Representative within week after the letter of intent is issued. This shall include arrangements of testing apparatus/ instruments covering the requirements of items envisaged in the contract and details of the testing programme. The documents of Quality Assurance Programme shall generally cover but not limited to the following:-

- I. Contractor's organizational structure for the management and implementation of the quality assurance programme.
- II. Sources of various materials.
- III. Inspection and test procedure, both for material and their product and field activities.
- IV. System of handling storage and delivery of material.
- V. Laboratory testing facilities along with test of equipment's proposed to be installed along with a laboratory building plan.
- VI. System of preparation and maintenance of test records.

The Quality Assurance Programme shall also include the programme proposed to be followed by his sub-contractor. Contractor shall bear all cost / expenditure for implementation of provisions made under quality assurance clause.

### 1.19.2 Testing of Materials

All materials, before bringing to the site of work shall be inspected and tested by the Contractor. For testing, the contractor may set up his own laboratory at his own cost. The place (Laboratory) of testing should be got approved from Employer's Representative. Test results shall be furnished by the contractor to the Employer's Representative. The cost of all such testing shall be borne by the contractor.

After materials are brought to site, if necessary, Employer's Representative or his sub – ordinate shall test in accordance with relevant clauses of contract. In case of discrepancy in the Employer's and contractor's results, the Employer's result shall be final and binding to the contractor. Materials which test result does not conform to the standards and is not acceptable to the Employer's Representative, shall be rejected and removed from the site.

### 1.19.3 Testing Procedure

The Contractor shall carryout all sampling and testing in accordance with the relevant Indian Standard and / or International Standard or as stipulated in the contract, where no specific testing procedure is mentioned, the test shall be carried out as per the prevalent accepted engineering practice and direction of the Employer's Representative.

The Frequency of sampling and testing of all materials and products of construction shall be as mentioned in the technical specifications and relevant IS codes used in Practice. In case of discrepancy in the standards, the decision of the Employer's Representative will be final. In

case due to changes in the codal provisions during course of execution if the acceptance criteria of the test get changed, the Contractor shall have to follow the revised criteria of acceptance. The contractor shall not claim for any compensation as a result of rejection of his material or product of construction due to inferior quality on account of such changes. The testing frequencies set forth in different technical specification are the desirable minimum and Employer's Representative shall have a full authority to revise it as he finds necessary to satisfy himself that the quality of materials and the works together comply with appropriate specification requirement.

The ingredients of concrete got tested and approved by Employer's Representative in accordance with forgoing Para of this clause and clause 1.18 of this document.

- 1.19.4 The contractors shall have to use such materials which must fulfil the required qualities as per the specifications. The Employer is not going to compromise with the quality of the work in any case. The Employer may carry out in situ testing for the quality of earth, zoning of earthwork and other important components wherever required. The contractor will be held responsible for poor quality of work if the work is not done as per the specification.

## **1.20 List of Machinery to be brought and used on works by the Contractor**

The Contractor shall furnish list of proposed machinery presently available and with him to be arranged for use on the work in Appendix -C. The Contractor has to ensure that the machinery as required to achieve the progress rate is entirely his responsibility.

## **1.21 Construction at existing water courses and utilities**

- 1.21.1 Where the work to be performed under these specifications crosses or otherwise interferes with water, sewer, gas or oil pipelines, buried cable or other public or private utilities, or with artificial or natural watercourses, the Contractor shall preserve and protect such utilities and watercourses and shall perform such construction during the progress of the work so that no damage will result to either public or private interests till alternative arrangement for relocating such facilities are made. The term "Watercourses" included ditches, terraces, furrows or other features of surface irrigation systems

It shall be the responsibility of the Contractor to determine the actual locations of and make provision for all watercourses and utilities.

- 1.21.2 Before any watercourse or utility is taken out of service, permission shall be obtained from the Employer by the Contractor. The Contractor shall be liable for all damages that may result from failure to preserve and protect watercourses or utilities during the progress of the work and the Contractor shall indemnify and hold harmless the Employer from claims of whatsoever nature or kind arising out of or connected with damage to water courses or utilities encountered during Construction, damages resulting from disruption of service and injury to persons or damage to property resulting from the negligent, accidental or intentional breaching of watercourses or utilities.
- 1.21.3 If the Contractor does not maintain the existing watercourse and utilities in such condition that no damage will result to either public or private interests, the Employer will make the necessary repairs to be made and recover charges from the Contractor for such work.
- 1.21.4 Except as otherwise provided below, the cost of all work described in this paragraph, shall be included in the price bid in the schedule for relevant other items of work.
- 1.21.5 Where construction of new structures or modification of existing structures are required to render the watercourses or utilities operative beyond the period of the Contract, the Contractor shall notify the Employer's Representative so that the arrangements can be made with the

owners for the construction of modifications required. When it is determined that such works are to be performed by the Contractor, and such item of work is not provided for in the schedule, the Contractor shall perform the necessary work in accordance with clause 1.35.

- 1.21.6 In case of watercourses and utilities in addition to those for which details are available with the Employer, all additional work required to be performed by the Contractor as a result of encountering the watercourse or utilities shall be performed in accordance with clause 1.35.
- 1.21.7 In case of forest, nursery or plantation near state highways and National highway for which details are available with the Employer, all care shall be taken by the contractor to preserve the plantation during Construction. If the contractor does not take care to preserve the plantation, the Employer may recover the loss, to forest department, from the contractor.

## **1.22 Construction at Telephone and Power line Crossings**

- 1.22.1 The details of telephone and power-line crossings are available with the office of the Employer's Representative. The concern authorities under agreement with the Employer will remove or raise these lines and relocate them permanently at other locations which will permit the Contractor to proceed with his construction operations without delay.
- 1.22.2 Equipment and vehicles shall not be operated where, it is possible to bring such equipment or vehicles or any part thereof within 5 meters of any high voltage line or installation unless Electricity company/Service provider, has been notified the line de-energized and grounded, and positive control measures taken to prevent points along the conductor will vary due to changing ambient and operating temperatures.
- 1.22.3 The Contractor shall notify Employer's Representative immediately when removal and/or raising and relocation of the utility are required so that he can proceed with construction of the M.S. Pipeline work and roadway relocation at that location in accordance with his sequence of operations. The Electricity company/Service provider, and Telephones Authorities under agreement with the Employer, will perform all work required before, during and after project work and road construction to remove, relocate, and maintain them in service at all times at no cost to the Contractor. The Contractor will not be required to perform any work for the crossings but shall co-operate with The Electricity company/Service provider and Telephone Authorities so that they may perform the required work with as little interference from the Contractor's operations as is practicable.
- 1.22.4 If, for his convenience the Contractor wishes the Electricity company/Service provider, and Telephone Authorities to make temporary relocations or minor alterations at existing utility crossing, it will be the Contractor's responsibility to make arrangements with the Electricity company/Service provider, and Telephone Authorities for performing such work and the costs thereof shall be paid to the Electricity company/Service provider, and Telephone Authorities by the Contractor.
- 1.22.5 The Contractor shall provide for the utility crossings so that no damage will result there to.

## **1.23 Work during Night or on Sundays and Holidays**

The work shall not be carried out during night or on Sunday and authorized holidays without the prior written consent of Employer Employer's Representative. However, it will be allowed to be carried out the work during night, Sundays or authorized holidays subject to:

- a. The provisions of relevant labour laws being adhered to.
- b. Adequate lighting, supervision and safety measures established to the satisfaction of the Employer's Representative.

- c. The Construction programme given by the Contractor and agreed upon by the Employer's Representative envisages such working.
- d. If it is necessary or required to ensure the safety of work, protection of life, or to prevent loss or damage to property.

## **1.24 Maintaining Public Traffic**

1.24.1 The Contractor shall make all necessary provisions including diversion for maintaining the flow of public traffic and conduct his operations so as to offer the least possible obstruction and inconvenience to public traffic. Temporary approaches to crossings or intersecting roads shall be provided and kept in good condition. Public traffic shall be permitted to cross over and pass through construction operations at all times with as little inconvenience and delays as possible and the Contractor shall, when so directed, provide and station competent flagman whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the work operation shall be so conducted as to provide a reasonably smooth, even dustless and unobstructed passage for traffic at all times. Water shall be sprinkled as directed for the abutment of dust in connection with maintaining public traffic. The Contractor shall construct temporary connection of sufficient width for traffic between the existing road way and new construction where necessary. At any and all points along with the work where the nature of the construction operations in progress and the equipment and machinery in use are of such character as to endanger passing traffic, the Contractor shall provide such personnel as may be necessary to safeguard against accidents and avoid damage or injury to passing traffic. At night times, the Contractor should provide barricades around the portion of excavation and have some arrangement in form of posts, warning signboards etc. painted in fluorescent paint to see that the public traffic moves smoothly without any accident happening to moving traffic and if it is found conclusively that it was because of contractor's mistake in providing adequate arrangement, the contractor shall be responsible for the damage done and will have to compensate the aggrieved persons Employer will not be responsible for such accidents.

## **1.25 Local and Haul Roads**

- 1.25.1 The Contractor shall acquaint himself with the existing public roads and construction road parallel to the plot near the site of work. The Contractor may construct and maintain additional roads parallel to the plot and additional roads as required at his expense. Maintenance of these roads including construction road (already constructed and / or to be constructed) shall be done by the Contractor at his own cost till completion of the entire work, under the scope of this contract. The construction roads used by the contractor of this work should be maintained by them with mutual understanding.
- 1.25.2 The Contractor's heavy construction traffic or tracked equipment's shall not travel on any public roads or bridges unless the Contractor has made arrangements with the authority concerned and approval of the Employer's Representative to such arrangements has been obtained.
- 1.25.3 The Contractor shall plan transportation of construction materials to work site in such a way that road accidents are avoided.
- 1.25.4 The Contractor shall construct and maintain at his own cost all suitable temporary haul roads at the work site as may be found necessary by him for execution of the works. The location of all such haul roads and any subsequent modifications thereof shall be got approved by the Employer's Representative.
- 1.25.5 During the period of the Contract, the Employer and other Contractors employed by the Employer will be engaged on other works in the vicinity of the works covered by this contract,

the contractor shall allow the Employer and other contractors free and reasonable use of all temporary haul roads except vital haul roads upon which the Contractor may impose restriction to prevent, interruptions to concrete hauling operations. Any such restrictions must be approved by the Employer's Representative.

- 1.25.6 Separate payment will not be made for the construction and maintenance of the temporary haul roads including any necessary special protections or strengthening required and all cost of such works shall be deemed to have included in the cost of the items.

## **1.26 Electric Power**

The contractor shall make his own arrangements for electric power supply at his own cost. The Employer shall not take any responsibility for power connection from Electricity Board. The Contractor shall provide and operate generating sets of suitable capacity at required locations at his own cost to meet with the situations arising out of interruptions of electric power supply either or short or long duration. The Contractor shall not raise any claim against the Employer for failure or stoppage of power supply for any reasons whatsoever. Demand charges and any other charges over and above energy charges as levied by the Electricity Company shall also be borne by the Contractor.

## **1.27 Other Contractors**

- 1.27.1 When two or more Contractors are engaged on work in the same vicinity, they shall work together in a spirit of co-operation and accommodation. The Contractor shall not take or cause to be taken any steps or actions that may cause disruptions, discontent or disturbance to the works, labour and arrangements of other Contractor in the neighbouring project localities. In case of any difficulties amongst the Contractors, the Employer's Representative shall direct the manner in which each Contractor shall conduct his works so far as it does not affect the others.
- 1.27.2 It is possible that work at, or in the vicinity of the site of work will be performed by the Employer or by other Contractors engaged in work for the Employer during the Contract period. The Contractor shall without charge permit the Employer and such other Contractor's and other workmen to use the access facilities including roads, lighting installation and any other facilities constructed or acquired by the Contractor for use in the performance of the works till they are required to be maintained for the purpose of this work.

## **1.28 Ecological Balance**

- 1.28.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct his construction operations as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the work. In respect of ecological balance, Contractor shall observe the following instructions.
- a. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the operations the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor shall adopt precautions when using explosives which will prevent scattering of rocks or other debris outside the work area. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Employer's Representative.
  - b. All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the Contractor's construction operations and equipment. The removal of trees or shrubs will be permitted only after prior approval of the Employer's Representative.



Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Employer's Representative. Trees shall not be used for anchorages. The Contractor shall be responsible for injuries to trees and shrubbery caused by his operations. The terms 'injury' shall include, without limitation, brushing scarring, tearing and breaking of roots trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable without delay to their original condition at the Contractor's expenses.

- c. The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastes into river. Such pollutants and wastes include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, tailings much products, minerals, salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Employer's Representative.
- d. In the conduct of construction activities and operation of equipment's, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution.
- e. Excessive emission of dust into the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregate and the Contractor shall use such methods equipment as are necessary for collection and disposal or prevention of dust during these operations. The Contractor's method of storing and handling cement shall also include means of eliminating atmospheric discharge of dust. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, brush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.

1.28.2 Separate payment will not be made for complying with provisions of this Clause and all costs shall be deemed to have been included in costs of items included in Appendix 'A'.

### **1.29 Contractors Liability for Damage and Imperfection after Completion Certificate**

If the contractor or his workmen, or servant shall break, deface, injure or destroy any part of the work in question in / on which they may be working or any building, road, fence, enclosure or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed or if any damage shall occur to the work from any cause whatever before completion of the work or before the completion of the Defect liability period whichever is later or damage occurred / caused due to normal flood or rain or if any imperfection become apparent in it within twelve months from grant of a certificate of completion, final or otherwise by the Employer's Representative the contractor shall make good the same at his own expenses or in default, the Employer's Representative may cause the same to be made good by other contractor and deduct the expenses (of which the certificate of the Employers' Representative shall be final) from any sums that may there after become due to the Contractor or from his security deposit or the proceeds of sale thereof or a sufficient portions thereof.

### **1.30 Liability of Contractor for Damage Done in or Out Side Work Area**

Compensation for all damage done intentionally or unintentionally by Contractor's labours whether in or beyond limit of the Employer's property including any damage caused by the spreading of fire shall be estimated by the Employer's Representative, or such other officer as he may appoint and the estimates of the Employer's Representative, subject to the decision of the Employer, on appeal, shall be final and the Contractor shall be bound to pay the amount

of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner as decided by the Employer's Representative and deducted from any sums that may be due or become due from the Employer to the Contractor or under this contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall also pay the damages and cost that may be awarded by the Court in Consequence.

### **1.31 Liability of Contractor for Accidents to Persons**

In addition to responsibilities and liabilities of the Contractor under workmen's Compensation Act given in clause 1.47 following shall also apply:

- a. On the occurrence of an accident, which results in death of workmen employed by the Contractor or which is as serious as is likely to result in death of any such workmen, the Contractor shall within 24 hours of happening of such accident(s), intimate in writing to the Employer's Representative, the fact of such accident(s). The Contractor shall indemnify the Employer against all loss or damage sustained by the Employer resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Employer as a consequence of Employer's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act regard to such accident(s).
- b. In the case of an accident, in respect of which compensation may become payable under workmen's Compensation Act, whether by the Contractor or by the Employer, it shall be lawful for the Employer's Representative to retain out of money due and payable to the Contractor such sum or sums of money as may, in the opinion of the Employer's Representative be sufficient to meet such a liability. The opinion of the Employer's Representative shall be final in regard to all matters arising under this Clause.

### **1.32 Liability of Contractor for Taking over Completed Portion of Work**

In the event the Employer takes over portions of works as they are completed, the liability of the Contractor for those portions shall extend to a period of twelve months from the actual date on which such portions of the works were taken over.

### **1.33 Indemnities**

The Contractor shall indemnify the Employer against all actions, suits, claims and demands, through or made against the Employer in respect of work of this contract and against any loss or damage to Employer in consequence of any action or suit being brought against the Contractor for anything done or omitted to be done in execution of the work of this contract.

### **1.34 Variation of Quantities and Extra Items**

The Employer's Representative shall have authority to make any alterations in the original specifications, drawings, designs and issue instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing and signed by the Employer's Representative and such alteration shall not invalidate the contract and additional work which the Contractor may be directed to do in the manner specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the work and rate as specified below. The quantities

shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the Tender.

### **1.35 Variation in Schedule of Quantities**

1.35.1 The unit rates for all individual items in “Appendix – A: Bill of Quantities” shall be applicable for quantity variation on individual items up to Contract price up to (+) 30%.

1.35.2 However, execution of any extra quantity on individual item, beyond specified quantity shall be done only after issuance of Contract Amendment by Employer. The Employer Representative shall initiate proposal for Employer approval estimating the total Quantities to be executed and corresponding % variation with justification periodically well before execution of contracted quantity. The contractor shall furnish price justification for unit rates for Quantity beyond +30%, if so happens and shall be derived afresh with mutual agreement and approval by Employer.

1.35.3 If the quantity for any individual item decreases to any extent such executed quantity shall be paid at tendered rate

1.35.4 Extra Item

Extra item of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Employer’s Representative.

No payment shall be entertained for extra item until such executed quantity and the rates thereon are correctly derived and approved by the Employer.

### **1.36 Lumpsum in Estimates**

When the estimate on which a tender is made includes lump sum in respect of part of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Employer’s Representative capable of measurement, the Employer’s Representative at his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Employer’s Representative shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

### **1.37 Submission of Bills**

1.37.1 The Contractor on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and at the rates quoted in Appendix – A and passed by the Employer’s Representative, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor.

All such intermediate payments shall be regarded as payments by way of advance against, the final payment only and not as payments for work actually done and completed and shall not preclude the Employer’s Representative from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims, not shall it conclude, determine or affect in any way the power of Employer’s Representative as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affects the contract.

1.37.2 The rates for items of work shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items

of work are accepted as not so completed, the Employer's Representative may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of running account or final account bill.

- 1.37.3 A bill shall be submitted by the contractor each month on or before the date fixed by the Employer's Representative for all works executed in the previous month and the Employer's Representative shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted within fifteen days from the submission of the bill.
- 1.37.4 The Contractor shall submit all the bills on the printed forms to be had on application at the office of the Employer's Representative. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the part / reduced rates subject to the approval by the Employer's Representative in the case of items not completed/executed as per agreements.
- 1.37.5 Payment to the Contractor shall be made within 45 days of receipt of the invoice and certification of the work done by the Employer's Representative in the approved format. However, the final bill payment shall be made on Completion of Works within 75 days of receipt of invoice by the Employer.
- 1.37.6 Amount due for recovery on other facilities as well as also for other services, water supply and electricity charges and for other expenditure, if any, incurred by the Employer on Contractor's behalf on labours and materials which may become due from the Contractor as per the Contract as well as under any other laws prevailing which may become due, will be recovered from the payments to the Contractor, as and when due.

### **1.38 Price Adjustment**

The Bidders shall quote their prices on firm basis for the entire duration of contract and no price adjustment for changes in cost shall be payable.

#### **1.38.1 Changes in cost due to legislation:**

If the law of any local or duly constituted authority, or the introduction of any such state statute, Ordinance, decree, law regulations or bye-law which causes additional or reduced cost to the contractor during execution of the works, such additional or reduced cost shall be certified by the Employer's Representative after examining the records provided by the claimant and shall be paid by or credited to the Employer.

Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if the same shall have been taken into account by any other clauses of the contract.

### **1.39 Deleted**

### **1.40 Quarry Fees and Royalties**

The Employer shall provide exemption from payment of Royalty charges against soil obtained from the borrow areas for project works and in the event of not providing such exemption the Royalty charges shall be reimbursed to the contractor by the Employer on submission of proof for the same. The Contractor shall pay the royalty directly to the competent

authority /local bodies as per rules and shall produce “No Dues Certificate” from the Royalty Inspector having jurisdiction over the work site area to Employer’s Representative. The royalty charges shall be paid by the contractor which shall be reimbursed by the Employer / Employer Representative on production of proof of actual payments to relevant authorities. The contractor shall produce ‘no dues certificate’ once in a year as under:

- I. For time limit less than 1 year at the time of final bill and
- II. For time limit more than 1 year, after end of every financial year and at the time of final bill, otherwise the Employer’s Representative may deduct the royalty charges from the next running account bill at the prevailing rates.

The Contractor shall ensure that the claimed Quarry fees and Royalty shall pertain to the material being brought to designated site only and not diverted elsewhere and proper records shall be maintained by him shall be produced before Employer Representative.

#### **1.41 Income Tax**

Deduction will be made at source from the contractor’s bill towards income Tax by the Employers as per prevailing rules of the Income Tax Authority.

#### **1.42 All Taxes**

- 1.42.1 The rate quoted by the Contractor shall be deemed to be inclusive of all Taxes prevailing as on 30 days prior to submission of bid where applicable on materials that have to be purchased for performance of the contract including completed items of work.
- 1.42.2 All Taxes leviable for the work (including material component) under the Contract shall be borne by the Contractor and it shall not be reimbursed by the Employer.
- 1.42.3 If the Contractor is assesses of All Taxes he should produce valid Tax clearance certificate before the payment of the final bill, otherwise the final payment to the Contractor shall be withheld. The contractor even after completion of the work and final payment have been made to him will be liable to pay all Taxes liability and The Employer shall not be responsible for any Tax liability of the contractor.
- 1.42.4 Deleted
- 1.42.5 Difference of payment due to any upward revision of any Taxes (Except on those components whose price rise is fully compensated as per Price Adjustment if any) during the period of contract shall be borne by the Employer. Such tax shall be paid by the Contractor and it will be reimbursed by the Employer upon production and verification of proof of payment. Similarly, in the event of reduction or abolition of any Taxes on any or all materials purchased by the Contractor for completion of the work under contract, the Contractor shall pass on this benefit to the Employer. For above purpose, the Contractor shall produce a certificate from their auditor/ Chartered Accountants/ Tax consultants giving year wise details of purchases, revised rates of any Taxes quantum etc. along with the proof. The Employer will reimburse or deduct as the case may be such amount, after scrutiny of the claim at the time of final payment of the bill.
- 1.42.6 DELETED

#### **1.43 Completion Certificate of Work and Final Payment**

As soon as the work is completed, in all respect as specified in the contract document the Contractor shall give a notice of such completion to the Employer’s Representative and on

receipt of such notice, the Employer's Representative shall inspect the work, and if he is satisfied that the work is completed in all respects then:

- I. The final measurements shall be recorded within 30 days from the date of physical completion of the work and the final bill shall be submitted by the contractor within 45 days from the date of recording final measurements, otherwise the Employer's Representative's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.
- II. The completion certificate shall be issued within one months from the date of final measurements subject to the Contractor fulfilling his obligations as provided in the contract and subject to the work being complete in all respects. When separate periods of completion have been specified for items or groups of items, the Employer's Representative shall issue separate completion certificate for such items or groups of items.

No certificate of completion shall be issued, nor shall the work be considered to be completed till the Contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been created by the Contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or about which the work has been executed or of which he may have/ had possession for the purpose of the execution thereof and cleared floors, gutters, and drains, cased doors and sashes oiled lock and fastenings, labelled keys clearly and handed them over to the Employer's Representative or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Employer's Representative. If the Contractor fails to comply with any of aforesaid requirements of these on or before the date of completion of the works, the Employer's Representative may, at the expense of the Contractor, fulfil such requirements and dispose of the scaffolding or surplus materials and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the Contractor shall forthwith, on demand, pay such excess. The Employer's Representative shall also have the rights to adjust the amount of excess against any amounts that may be payable to the Contractors. No Payment shall be entertained in the intervening period of last R.A. Bill and before the pre-audit of the final bill and before excess / extra item approved by the Employer.

#### **1.44 Errors, Omissions and Discrepancies**

1.44.1 The several documents forming the contract are essential parts of the contract and a requirement occurring in one is as binding as through occurring in all they are intended to be mutually explanatory and complementary and to describe and provide for a complete work. In the event of any discrepancy in the several documents forming the contract or in any one document, the following order of precedence should apply.

- I. Between the written description of the item in the Appendix-A or written dimensions on the drawing and the corresponding one in the specifications, the later shall apply.
- II. Figured dimensions shall supersede scaled dimensions. The drawing on a large scale shall take precedence over those on smaller scale.
- III. Drawing issued as construction drawings from time to time shall supersede the corresponding drawings previously issued.

In the case of defective description or ambiguity, the Employers representative is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor shall point out any apparent error or omission in the tender documents while submitting the tender and particularly while signing the contract. The contractor cannot take any advantage of any apparent error or omission in the tender document and if the contractor fails to bring out the apparent error or omission to the notice of the Employer in writing, he shall have no right to claim which may arise due to such error or omission subsequently and the decision of the Employer in this regard shall be final and binding to the contractor.

- 1.44.2 Typographical error leading to absurdity shall be ignored and correct technical, financial and legal meaning of such errors shall be considered.

#### **1.45 Old Curiosities**

In the event of discovery by the contractor or his employees during the progress of work, of any gold, silver, oil or other minerals of any description and precious stones, treasures, coins, antiques, relic, fossil or other articles or value of interest whether geological, archaeological or any other such treasure and other things shall be deemed to be the absolute property of the Employer and the contractor shall duly preserve the same to the satisfaction of the Employer's Representative, from time to time and deliver the same to such persons as the Employer's Representative may appoint.

The Contractor shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things, immediately after the discovery there of and before removal acquaint the Employer's Representative with such discovery and carry out his order for the disposal of the same.

#### **1.46 Safety Provisions**

- 1.46.1 The Contractor in his operations shall arrange for the safety measure as required inclusive of the provisions in the latest safety manual published by the Central Water and Power Commission, New Delhi (January-1962 edition Reprinted in November 1986) In case the Contractor fails to make such arrangements, the Employer's Representatives shall be entitled to cause them to be provided and to recover the costs there of from the Contractor.
- 1.46.2 For failure to comply with the provisions of the Safety Manual the Contractor shall, without prejudice to any other liabilities, pay to the Employer a sum not exceeding Rupees one thousand per day for each day default.

#### **1.47 Labour Compensation under the Workman's Compensation Act**

- a. The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries causes to the workmen. If such compensation is paid by Employer as principle employer under sub-section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the Employer from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner as decided by the Employer's Representative.
- b. The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a body injury as a result of an accident. If such expenses are incurred by Employer, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of Employer from any amount due or that may become due to the Contractor.

- c. The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith:
  - I. The workers shall be required to use the equipment so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned;
  - II. When work is carried out in proximity of any place where there is risk of drowning, all necessary steps shall be taken for the prompt rescue of any person in danger;
  - III. Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- d. Employment of famine or other labour. The Contractor shall employ any famine, convict or other labour of particular kind or class, if ordered in writing to do so by the Employer's Representative.
- e. Details of labourers employed
  - I. The contractor shall not employ in connection with the works any person who has not completed his Eighteen (18) years of age.
  - II. The Contractor shall furnish to the Employer's Representative information about various categories of labours employed by him in the form and at such interval as may be specified.
  - III. The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of the various labour laws and rules and regulations as applicable to them in regard to all matters provided therein and shall identify the Employer in respect of all claims that may be made against the Employer for non-compliance thereof by the Contractor.
- f. Notwithstanding, anything contained herein the Employer's Representative may take such action as may be necessary for compliance of the various labour laws and recover the costs thereof from the Contractor.
  - I. In the event of the Contractor committing a default or breach any of the provisions of the labour laws and rules and regulations applicable, the Contractor shall, without prejudice to any other liability under the Act, pay to Employer a sum not exceeding Rupees one thousand per day for each of the defaults subject to a maximum of one percent of the tendered amount.
- g. The Contractor should, as far as possible, obtain his requirement of labours, skilled and unskilled, from the nearest Employment Exchanges so as to utilize the local employment potential. If there are no local Employment Exchanges or such Exchanges are not able to provide the required labour locally, suitable available labours should be utilised to the maximum extent possible. The contractor shall have to engage local labour and person seeking employment where available on normal rate.
- h. Fair Wages
  - I. If a Contractor fails to pay within '7' (Seven) days to any the labour(s)/worker(s) the minimum wages prescribed by the Government under the minimum wages Act 1948 as in force from time to time, the Employer's Representative shall be at liberty to deduct



the amount payable by the contractor to the labour/worker from his (Contractor's) bills or deposit(s) after making due inquiries and establishing claims of the labour(s)/worker(s).

- II. The Contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Employer's Representative to pay the wages as per Minimum wages Act in force at the relevant time. If Contractor does not act as aforesaid within seven days then the action contemplated as above shall be taken against him.
- i. Local labour on normal rates. The contractor shall have to engage local and person seeking employment where available on normal rates.

#### **1.48 Labour Reports**

The contractor shall submit the following reports to the Employer's Representative:

- I. A daily report in the form as may be prescribed of the strength of labour both skilled and unskilled employed by him on the work(s). The Contractor shall increase or decrease the strength both skilled and unskilled, if directed by the Employer's Representative. The submission of such report shall not, however relieve the Contractor of his responsibilities and duties regarding progress or any other obligations under the contract.
- II. A classified weekly return in the prescribed form of the number of person employed on the works during the preceding week.
- III. A weekly medical report in the prescribed form showing the health of the Contractor's camp, the number of person ill or incapacitated and the nature of their illness.
- IV. A report of any accident, which may have occurred to be sent within 24 hours of the occurrence.

#### **1.49 Deleted**

#### **1.50 Employment of Scarcity Labour**

If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometres of the work, the Contractor shall employ upon such parts of the works, as are suitable for unskilled labour, any person, certified to him by the Employer's Representative or by any persons to whom, the Employer's Representative may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of the Clause shall be decided by the Employer's Representative whose decision shall be final and binding on the contractor.

#### **1.51 Insurance**

- 1.51.1 The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself against all the usual hazards or risks or loss. The form and limits of such insurance and the company together with the under writing thereof in each case, shall be such as will be acceptable to the Employer but, regardless of such acceptance, it shall be the responsibility of the contractor to maintain adequate insurance at all-time at least to cover:

- I. Workmen's compensation in accordance with the law in force from time to time.

- II. Third party liability including Employer's personnel on duty with a cover of minimum Rs. 5 lac for each person in case of fatal accident/permanent disability.
- III. All plant and equipment of the Contractor hypothecated to the Employer and all Employers material and machinery handed over to the contractor till they are properly installed.
- IV. Failure of the Contractor to maintain adequate insurance coverage shall not relieve him of any contractual responsibility.

1.51.2 Attested copies of certificate or policies of insurance shall be filed with the Employer prior to starting any construction work on this contract. The certificates shall state that fifty days advance written notice will be given to the Employer before any policy covered thereby is changed, cancelled or expired.

## **1.52 Camp Regulations**

### 1.52.1 Huts

The Contractor shall build a sufficient number of huts on a suitable plot of land for the use of the labours according to the following specifications:

- I. Deleted.
- II. A good site shall be selected; high ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighbourhood of rank jungle, grass or weeds should particularly be avoided. Camp should not be established close to large cutting of earth-work.
- III. The lines of huts shall have open spaces of at least 10 m between rows. When good natural site cannot be procured, particular attention should be given to the drainage.
- IV. There should be no over-crowding floor spaces at the rates of 2.8 square meter per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
- V. The contractor must find out land for the hut and if he wants Employer land, he should apply for it and pay assessment for it.

### 1.52.2 Drinking Water

The Contractor shall, as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of labours. This provision shall be at the rate of not less than 45 litres per head.

### 1.52.3 Deleted

### 1.52.4 Deleted

### 1.52.5 Drainage

The Contractor shall make sufficient arrangement for draining away the sewage water as well as water from the bathing and washing places and shall dispose of this waste water in such a way as not to cause nuisance. The Contractor would put malarial oil once in a week in stagnant water round about the residence.

### 1.52.6 Medical Facilities

The Contractor shall engage a medical officer with a travelling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 Km from the camp.

#### 1.52.7 Conservancy and Cleanliness

The Contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Employer's Representative.

#### 1.52.8 Health Provisions

The District Health Officer of the District or the Deputy Director of Health Services shall be consulted before opening a labour camp and his instructions on matters, such as water supply, sanitary convenience, camp-site, accommodation and food supply shall be followed by the Contractor.

#### 1.52.9 Deleted.

#### 1.52.10 Rest Rooms

- a. In every place wherein contract labour is required to halt at night in connection with the contract works and in which employment of contract is likely to continue for three months or more, the Contractor shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the coming in to force of the rules in the case of existing establishment, and within fifteen days of the employment of contract labour in new establishment.
- b. If the amenity referred to in sub rule is not provided by the Contractor within the period prescribed, the principal employer shall provide the same within a period of fifteen days of the expiry of the period laid down in the sub-rule.
- c. Separate rooms shall be provided for women employees.
- d. Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation for the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting.
- e. The rest room or other suitable alternative accommodation shall be of such dimension so as to provide at least floor area of 1.1 sq.mt. for each person making use of rest room.
- f. The rest room or rooms or other suitable alternative accommodation shall be so constructed so as to afford adequate protection against heat, wind, rain and shall have smooth, hard and impervious surface.
- g. The rest room or other suitable alternative accommodation shall at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

#### 1.52.11 Canteen Facilities

- a. In every establishment of contract work and where in work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more ordinarily employed, the adequate canteen facilities shall be provided by the contractor for the use of such contract labour within sixty days of the date of coming in to force of the rules in the case of existing establishment and within 30 days of the commencement of the employment of contract labour in the case of new establishment.

- b. Deleted.
- c. The canteen shall be maintained by the Contractor.

### **1.53 Observance of Laws, Local Regulations**

The Contractor shall conform to all laws of the land and regulations and bye- laws of any local authority and of any water or electricity supply companies with whose system the structure is proposed to be constructed. He shall before making any variations from the drawings or specifications that may be necessitated for so conforming, give to the Employer's Representative a written notice, specifying the variations proposed to be made and the reasons for the Contractor does not receive such instructions within seven days, he shall proceed with the work conforming to the provisions, regulations or bye laws in question and any variation in the drawing or specifications so necessitated shall be dealt with under the clause 1.35. The Contractor shall give notices required by the said Acts, regulations or bye-laws and bear the required fees in connection therewith. He shall also ensure that no attachments are made against materials for works related to the Contracts. The Contractor shall protect and indemnify the Employer against all claims or liabilities arising from or based on the violation of such laws, ordinances regulations, bye-laws, decrees or attachments by him or by his employees. The contractor shall also notify Employer in case any other unforeseen permit / NOC required to carry out the work.

### **1.54 Force Majeure**

- 1.54.1 Neither party shall be liable to the other for any loss or damage occasioned / caused by or arising out of act of God and in particular "Unprecedented floods", volcanic eruption, earthquake or other convulsion of nature and other acts, such as but not restricted to invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war rebellion military or usurped power (but excluding strikes and lockouts) which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Note: "Unprecedented flood" means the flood crossing the highest observed flood level which is on the available record.

- 1.54.2 If any loss of damage happens to the works, or any part thereof, or materials or plant for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, other than the risk defined in the clause 1.54.1 as above, the Contractor shall at his own cost, rectify such loss of damage so that the permanent works conform in every respect with the provisions of the contract to the satisfaction of the Engineer-in-Charge.

### **1.55 No Compensation for Delay in Availability of Land at a stretch**

No Compensation shall be allowed for any delay caused in execution of the work on account of delay in making available the full site of land at a time.

### **1.56 Liquidated Damages and penalty**

- a. The time allowed as stipulated in the Tender for carrying out the work is 18 (eighteen) months and it shall be strictly observed by the Contractor and reckoned from the date on which the order to commence work is given to the Contractor. The work throughout the stipulated period of the contract shall be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the Contractor). To ensure good progress during the execution of the work, the Contractor shall be bound in all cases to complete the work as under: -

- I. 30% of the work to be completed (financial Progress) within 10 (ten) months.
  - II. 100% of the work to be completed (financial Progress) within 18 (eighteen) months.
- b. In the event of the Contractor failing to comply with the condition, stipulated in para (a) above he shall be liable to pay as liquidated damage an amount equal to zero point one percent (0.1%) of the contract price of unexecuted portion per day of delay up to the date of Completion subject to the maximum amount of Ten percent (10%) of Contract Amount.
  - c. The penalty levied due to non-completion of work at intermediate subsequent milestone will be refunded if the entire work is completed within the specified time limit to the satisfaction of the Employer's Representative. No interest shall be payable on the amount so refunded.
  - d. Failure in completion of work in stipulated time limit shall be sufficient cause for termination of Contract and forfeiture of security deposit.
  - e. If any violation regarding illegal and unauthorised use of borrow area/ borrow area material is found by Employer/ Employee representative, employer shall impose the penalty of Rs 2,00,000/- or amount equivalent to loss in soil quantity on the contractor, whichever is higher for each instance. This penalty shall be in addition to Liquidated damages at (a) to (d) above

#### **1.57 No Compensation for Delay in the Execution of Work Due to Water Pools**

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits / borrow area, work site or compartment. The rates are inclusive of hard or cracked soil, excavation in mud, subsoil water or water standing in borrow-pits / borrow area and no claim for an extra rate shall be entertained unless otherwise expressly specified.

#### **1.58 No Compensation for Change or Restriction of Works**

If at any time after the execution of the Contract documents, the Employer's Representative shall for any reason whatsoever, required the whole or part of the work as specified in the tender be stopped for any period or shall not require the whole or part of work to be carried by the contractor, he shall give notice in writing stating the fact to the contractor who shall there upon suspend or stop the work totally or partially as the case may be. In such case except provided hereunder the contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder. on account of any profit or advantage which he might in consequence of the full amount of work not having been carried out on account of the any loss that he may put to on account of material purchased or agreed to be purchased or for unemployment of labour recruited by him. He also shall not have any claim for compensation by reason of any alternation having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

- a. During the period of suspension, the contractor shall not remove any plant or equipment from the site and any part of the work without prior written consent of the Employer's Representative.
- b. The contractor shall not be entitled for loss of expected profit from such work.

### **1.59 Claims**

The Contractor shall not be entitled to any claim/claims from the Employer on any account unless where allowed by the condition of this contract. In such cases, the Contractor shall have to submit a claim in writing to the Employer's Representative within one month on the cause of such claim occurring. All claims arising as a dispute of any kind out of the contract shall be governed by clause 1.60.

### **1.60 Arbitration**

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Gandhinagar, Gujarat and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

### **1.61 Rescinding of Contract in Case of Subletting Contract or Contractor Becomes Insolvent**

The entire contract shall not be assigned or sublet. The Employer may allow subletting the part or portion of the work not exceeding up to 40% (Forty percentages) of Tender cost, if the sub-contractor satisfies the requirement of the work to be sublet. If the Contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any compromise with his creditors, or attempt to do so, the Employer's Representative may by notice in writing, rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of Employer in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Employer's Representative may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Employer and the same consequence shall ensue as if the Contract had been rescinded under clause 1.7 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

### **1.62 Deleted**

### **1.63 Change in Constitution of Firm to be notified**

In the case of a Tender by firm partnership or limited company, any change in its constitution shall be forthwith notified by the Contractor to the Employer's Representative for his information.

## **1.64 Mobilization Advance**

- a. The Employer shall make an interest bearing advance payment @ Bank Rate + 5% per annum (the "Advance Payment"), equal in amount to 10 (ten) percent of the Contract Price, for mobilisation and for acquisition of equipment. The Advance Payment shall be made in two installments. The first installment shall be an amount equal to 5% (Five percent) of the Contract Price, and the second installment shall be equal to 5% (five percent) of the Contract Price. Here the Bank Rate means the Repo rate of interest announced by the Reserve Bank of India for all its lending operations on the Base Date that is 28 days before the Bid submission date. The Contractor may apply to the Employer for the first installment of the Advance Payment at any time after the commencement date and signing of Contract Agreement, against an irrevocable and unconditional guarantee from a Scheduled Bank for an amount equivalent to 110% (one hundred and ten per cent) of such installment, substantially in the form provided, to remain effective till the complete and full repayment thereof.
- b. At any time after 30 (thirty) days from the commencement Date, the Contractor may apply for the second installment of the Advance Payment against an irrevocable and unconditional guarantee from a Scheduled Bank for an amount equivalent to 110% (one hundred and ten per cent) of such installment, substantially in the form provided, to remain effective till the complete and full repayment thereof.
- c. The first and second installments shall be paid by the Employer to the Contractor within 15 (fifteen) days of the receipt of its respective requests.
- d. The recovery of all Advances shall commence when 20% of the original Contract Price of the work has been paid, and it will be completed by the time 80% of the original contract value has been paid or by the time of original Completion Date whichever is earlier.

## **1.65 Termination**

- 1.65.1 By the Employer: The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in this clause:
- I. if the Contractor do not remedy a failure in the performance of their obligations under the Contract, within a period of thirty (30) days', after being notified or within such further period as the Client may have subsequently approved in writing;
  - II. within thirty (30) days, if the Contractor become insolvent or bankrupt;
  - III. if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
  - IV. within thirty (30) days, if the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
  - V. within thirty (30) days, if the Contractor, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
  - VI. if the Employer, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days' decides to terminate this Contract.
- 1.65.2 By the Contractor: The Contractor may terminate this Contract, by not less than thirty (30) day's' written notice to the Employer, such notice to be given after the occurrence of the events specified in this clause:

- I. if the Employer fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue; or
  - II. if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the work for a period of not less than sixty (60) days.
- 1.65.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records (iv) the rights of indemnity of the Client v) any right which a Party may have under the Applicable Law.
- 1.65.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the work done by the Contractor and equipment and materials furnished by the Client, the Contractor shall handover all project documents under procedure described in this contract.
- 1.65.5 Payment upon termination: Upon termination of this Contract, the Employer will make the following payments to the Contractor:
- I. Payment pursuant to satisfactorily performed work prior to the effective date of termination.
- 1.65.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



## Section 2. Forms

### Appendix A - Bill of Quantities

Item no.	Item Description	Quantity	Unit
1	Clearing and grubbing of the project site including uprooting rank vegetation, grass, bush scrubs, saplings, trees of girth up to 300mm, removal of stumps, disposal of unserviceable material and stacking of serviceable material with all leads and lifts as per "Section-201: Clearing and Grubbing" of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)" and as directed by the Employer/Employer's Representative.	162	Hectare
2	Excavation at project site in marshy soil up to 500 mm or as directed by the Employer/ Employer's Representative including cutting, filling and loading in tippers and disposal within all lifts and lead up to 5000 meters, trimming of bottom and side slopes in accordance with requirements of lines, grades and as per Section-301 and 305 of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)" and as directed by the Employer/Employer's Representative.	3240	Cum
3	Construction of embankment with approved material obtained from borrow pits with all lifts and leads, compacting to 95% of modified proctor density, all complete as per "Section-305: Embankment Construction" of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)" and as directed by the Employer/Employer's Representative for Site – A as detailed in section 4 & 5	14, 00, 000	Cum
4	<b>Construction of embankment with approved material obtained from borrow pits with all lifts and leads, compacting to 95% of modified proctor density, all complete as per "Section-305: Embankment Construction" of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)" and as directed by the Employer/Employer's Representative for Site – B as detailed in section 4 &amp; 5</b>	<b>18, 40, 000</b>	<b>Cum</b>

Note: The above rates are excluding royalty charges on n-procure site. Employer shall provide exemption from payment of Royalty charges against soil obtained from the borrow areas for project works and in the event of not providing such exemption the Royalty charges shall be reimbursed to the contractor by the Employer on submission of proof for the same.

## Appendix B – Form of Bank Guarantee

### Annexure I A– Performance Security by successful Lead Bidder

Employer.....,  
Gandhinagar, Gujarat

WHEREAS:

\_\_\_\_\_ [name and address of Contractor] (hereinafter called “the Contractor”) and [name and address of the EMPLOYER], (“the EMPLOYER”) have entered into an agreement (the “Agreement”) for “[Name of the work] \_”

- (A) [Name of the work], subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period (as defined in the Agreement) in a sum of Rs. .... Crore (Rupees .... Crore) (the “Guarantee Amount”).
- (C) We, .....through our branch at ..... (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the EMPLOYER, under the hand of an officer not below the rank of [.....of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the

Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained herein before, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect 60 (sixty) days after the end of the Defects Liability Period as set forth in Clauses 1.1
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end \*\*\*\* month in the year \*\*\*\*\* or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

***Annexure I B– Performance Security by JV Partner***

Employer.....,  
Gandhinagar, Gujarat

**WHEREAS:**

\_\_\_\_\_ [name and address of Contractor] (hereinafter called “the Contractor”) in association with Joint Venture Contractor [name and address of JV Contractor] (hereinafter called “the JV Contractor”) and [name and address of the EMPLOYER], (“the EMPLOYER”) have entered into an agreement (the “Agreement”) for “[Name of the work]”

- (A) [Name of the work], subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the JV Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period (as defined in the Agreement) in a sum of Rs. .... Crore (Rupees .... Crore) (the “Guarantee Amount”).
- (C) We, .....through our branch at ..... (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the EMPLOYER, under the hand of an officer not below the rank of [.....of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released

from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained herein before, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect 60 (sixty) days after the end of the Defects Liability Period as set forth in Clauses 1.1
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end \*\*\*\* month in the year \*\*\*\*\* or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

**Annexure II – Form for Guarantee for Advance Payment**

.....,

.....EMPLOYER,

Gandhinagar, Gujarat

**WHEREAS:**

[name and address of Contractor] (hereinafter called “the Contractor”) has executed an agreement (hereinafter called the “Agreement”) with the [name and address of the EMPLOYER], (hereinafter called “the EMPLOYER”) for the “[Name of the work], subject to and in accordance with the provisions of the Agreement.

(A) in accordance with the Clause 1.64 of the Agreement the EMPLOYER shall make to the Contractor an interest bearing advance payment (hereinafter called “Advance Payment”) equal to 10% (ten per cent) of the contract price for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equal to the 110% amount of each instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of instalment of the Advance Payment is Rs. \*\*\*\* cr. (Rupees \*\*\*\*\* crore) (the “Guarantee Amount”).

(B) We, .....through our branch at ..... (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the EMPLOYER, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the EMPLOYER, under the hand of an officer not below the rank of [.....of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any

of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the instalment of the Advance Payment, as set forth in Clause 19.2 of the Agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end \*\*\*\* month in the year \*\*\*\*\* or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

**Appendix- C**

A. The contractor shall and has agreed that they shall deploy following minimum equipment/vehicles: for smooth execution of the works.

1. Dump Trucks / Tippers: 30 Nos.
2. Excavators: 4 Nos.
3. Rollers: 4 Nos.
4. Graders: 4 Nos.
5. Water Tankers: 8 Nos.

The Contractor has clearly understood and agreed that the machinery listed above shall not be a limiting factor and it shall be his responsibility to arrange as per direction of Employer Representative time to time.

B. The Contractor has declared that the following equipment/vehicles along with capacity and their numbers are Owned by himself or his associates:

- 1.
- 2.
- 3.
- 4.
- 5.
- .....
- .....
- .....

C. The Contractor shall arrange following equipment/vehicles from other sources within time as per site requirement to complete the work.

- 1.
- 2.
- 3.
- 4.
- 5.
- .....
- .....



## **Section 3. Scope of Works and Technical Specifications**

### **Project Information:**

The Project Site is in the Activation Area (AA) of Dholera Special Investment Region (DSIR) which is being developed. Roads and Services are being constructed in the AA under separate contract. AA is connected to the existing Dholera-Rahatalav road, Dholera-Rahatalav road is further connected to existing State Highway number 6 (SH-6). Approach roads may be required to be constructed for access to the Project Site. "Selected Plots" which are in the Activation Area is the Project Site. Index Map of the Project Site and other details of the Project Site are given in "Section 4. Details of Project Site". Project site is to be filled up with the soil to the finished level of roads adjacent to the project site minus 0.5m. Approximate average soil filling depth in the project site is 2.0m. Total area of the "Selected Plots" to be filled is about 162 Hectare (16, 20, 000 sqm). The project site is divided in two parts namely Site-A (about 70 Ha) and Site-B (about 92 Ha) as per details shown in "Section 4". The works may not be limited to filling of "Selected Plots", however at the direction of the Employer/Employer's representative the same quantum of work may be required to be executed in nearby plots within the Activation Area.

### **Scope of Work:**

The scope for work covered under these specifications pertain to clearing and grubbing of the project site, removal of unsuitable material from the project site, and soil filling in the project site. Scope of work also includes temporary works for approach roads to project site. All works shall be carried out in accordance with the technical specifications, drawings, Bill of Quantities (BoQ), and as per the direction of Employer/Employer's Representative. Contractor shall coordinate with other agencies carrying out the construction works adjacent/nearby to the project site for planning and execution of works.

### **Pre-Construction Activities:**

The contractor shall start the pre-construction activities i.e. topographical survey of site & identified borrow areas, sampling & testing of the soil from identified borrow areas/site etc. in accordance with the specifications immediately after receiving the Letter of Award (LoA). All the pre-construction activities shall be completed within 14 days from the date of issuing LoA. Contractor shall also initiate the process of obtaining the permission to operate borrow areas immediately after receiving the Letter of Award (LoA) so that earth filling work can be started at the earliest.

### **Sequence of Earth Filling:**

Contractor shall finalise the sequence of earth filling on site in coordination with Employer/Employer's representative and earth filling shall be carried out as per the direction of the Employer/Employer's representative.

### **Clearing and Grubbing:**

Clearing and Grubbing shall be carried out in accordance with the "Section-201: Clearing and Grubbing" of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)", issued by the Ministry of Road Transport & Highways (MoRT&H), Government of India and published by the Indian Roads Congress. Ground level of project site shall be recorded jointly by the Contractor and Employer/Employer's Representative before Clearing and Grubbing and after completion of Clearing and Grubbing. Clearing and Grubbing shall be carried out as per the direction of Employer/Employer's Representative. All un-useful materials obtained from the Clearing and Grubbing shall be disposed as per the direction of Employer/Employer's Representative.

### **Removal and Disposal of Unsuitable Material from the Project Site:**

Removal and disposal of unsuitable material (if encountered and established after completion of Clearing and Grubbing) from the project site shall be carried out as per the direction of Employer/Employer's Representative. Final ground level after removal of unsuitable material shall be recorded jointly with Employer/Employer's Representative by the Contractor. Unsuitable material shall be disposed as per the direction of Employer/Employer's Representative. Excavation and related works shall be carried out in accordance with the "Section-300: Earthwork, Erosion Control and Drainage" of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)", issued by the Ministry of Road Transport & Highways (MoRT&H), Government of India and published by the Indian Roads Congress.

### **Soil Filling in the Project Site:**

Soil filling in the project site shall be carried out in accordance with the "Section-305: Embankment Construction" of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)", issued by the Ministry of Road Transport & Highways (MoRT&H), Government of India and published by the Indian Roads Congress. Quality control shall be performed in accordance with "Section-900: Quality Control for Road Works" of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)".

Finished level after filling of selected plots shall be maintained in a manner so that rain water from the plots can be drained out by gravity through storm water drainage system provided under the adjacent road network in Activation Area.

Borrow areas for obtaining soil for filling has been identified by the Employer. List and details of identified potential borrow areas from where soil for filling can be obtained by the Contractor is given in "Section 5. Details of Identified Borrow Areas". Key map showing locations of borrow areas and tentative route to project site is also given in "Section 5" for Site-A and Site-B. Owner consents for all such borrow areas have been obtained, and copies of same are also given in "Section 5". Contractor shall obtain all necessary statutory permissions for operating the borrow areas. Contractor shall also maintain all existing local roads excluding state highways (SH) and national highways (NH) used for transporting soil from borrow areas to project site. Contractor shall construct and maintain haul roads and/or access roads to borrow areas and project site as required for carrying out the project works at his own cost.

Excavation and related works at borrow areas shall be carried out in accordance with the "Section-300: Earthwork, Erosion Control and Drainage" of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)", issued by the Ministry of Road Transport & Highways (MoRT&H), Government of India and published by the Indian Roads Congress.

### **Temporary Works for Approach Roads to Project Site:**

Contractor shall carry out all the works required for the construction of approach roads to project site for carrying the filling material to the site; required permissions for the same are to be obtained by the Contractor from the owner/competent authority. Construction of approach roads is incidental work and not to be paid separately. Approach roads to project site shall be constructed and maintained during the project duration by the Contractor to the satisfaction of Employer/Employer's Representative.

### **Dewatering of Project Site:**

Contractor shall carry out dewatering of project site, if required to carry out the project works i.e. Survey, Clearing & Grubbing, Excavation, Earth filling etc. Dewatering is incidental to work and no additional payment shall be made against the dewatering.

**Management of Construction Traffic and Safety:**

Contractor shall manage construction traffic from Dholera Junction with SH-6 to the Construction Zone. Contractor shall ensure the safety during all the construction operations. Contractor shall submit detailed plan of 'Management of Construction Traffic and Safety' for approval of Employer/Employer's representative before start of the works and shall implement the same during the execution of works. 'Management of Construction Traffic and Safety' plan shall be prepared by the Contractor in coordination with Contractor(s) of ongoing projects in adjacent area.

Contractor shall provide adequate lighting arrangement in Construction zones, if construction work is to be carried out during night hours.

**Dust suppression during Construction Operations:**

Contractor shall use dust suppression measures to ensure that the dust remain in control during construction operations. Dust suppression measures shall be taken by the Contractor on haul roads and project sites.

**Permissions from Contractors:**

Contractor shall obtain necessary permissions from the Contractors of ongoing projects while using part of the project site of other projects and interface management with other ongoing projects.

**Damages to Works of other Contractors working in the Activation Area:**

Contractor shall avoid any damage to works of other contractors working in the Activation Area and/or area surrounding the project site during execution of project works. Condition of existing works in the route to project site shall be recorded jointly with Employer's representative before commencement of project works including photographs and/or video for records. Any damage caused by the contractor during execution of project works to other contractor's work shall be rectified/repared/replaced by the contractor at his own cost and to the satisfaction of other contractor whose work is damaged. Method for rectification of such works shall be submitted by the contractor for approval of Employer's representative, and rectification works shall be carried out in accordance with the approved method.

**Lead and Lift:**

All leads/lifts for all the works e.g. clearing and grubbing of the project site, removal of unsuitable material from the project site, and soil filling in the project site shall be included in the rate of item in the BoQ by the Contractor. No extra/separate payment for leads/lifts will be made to the Contractor.

**Method of Measurements and Rate of Item:**

Method of measurement for the item of the work as per the BoQ shall be as per the applicable section of "Specifications for Road and Bridge Works (Fifth Revision, April 2013)", issued by the Ministry of Road Transport & Highways (MoRT&H), Government of India and published by the Indian Roads Congress. Excavation quantities for removal and disposal of unsuitable material from the project site shall be measured based on pre excavation levels and post excavation levels. All the measurements shall be made for the completed item of works as per the BoQ in all aspects and rate for completed item of works in the BoQ is inclusive of all works and incidental works for item of works in the BoQ.

**Royalty Charges:**

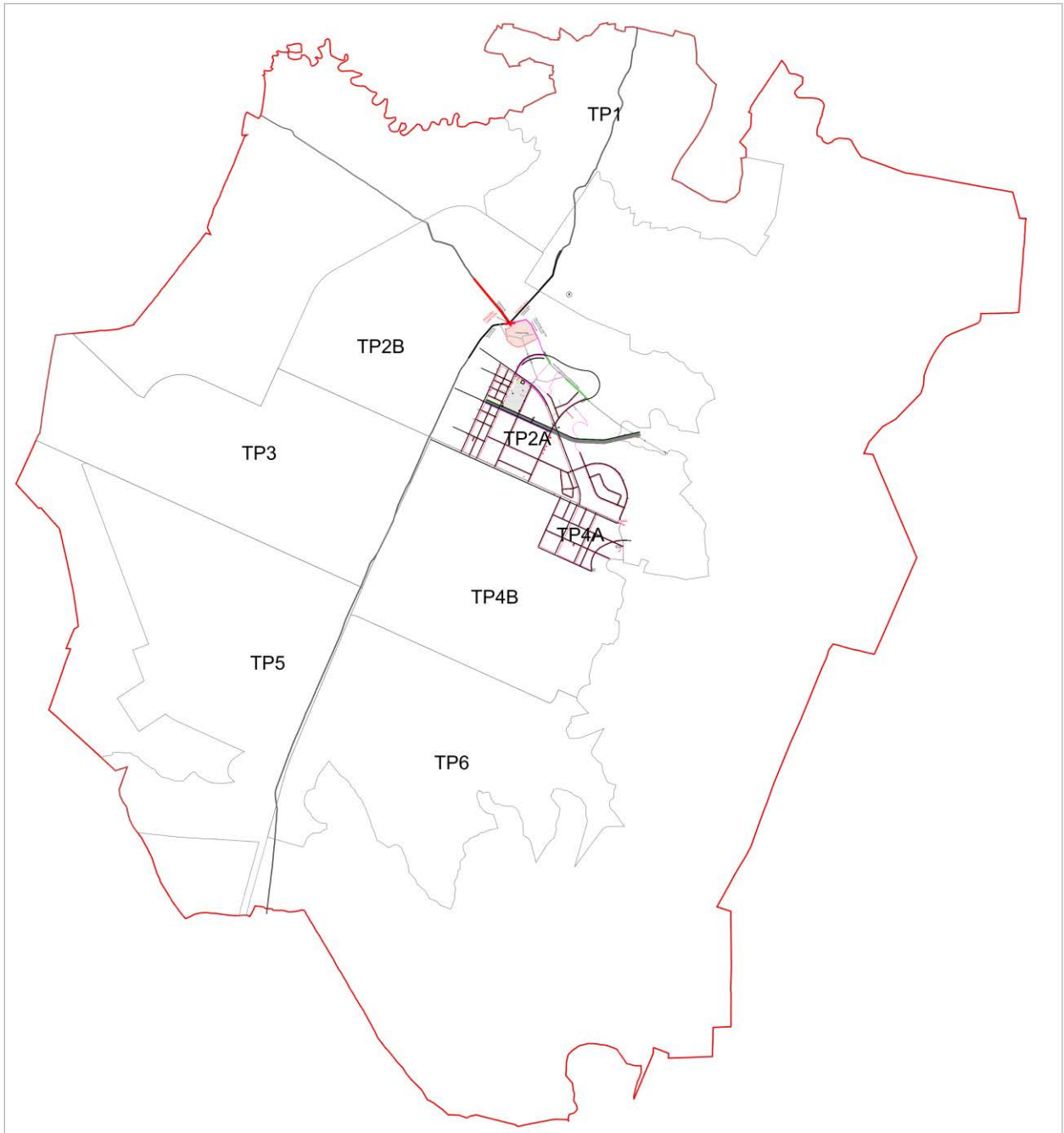
The Bidder shall quote rates excluding royalty charges on n-procure site. Employer shall provide exemption from payment of Royalty charges against soil obtained from the borrow areas for project works and in the event of not providing such exemption the Royalty charges shall be reimbursed to the contractor by the Employer on submission of proof for the same.

**Owner consent for identified Borrow Areas / land**

Owner consent for identified Borrow Areas / land as source of borrow material has been obtained for site A & Site B and same will be provided to the successful bidder along with the letter of award (LoA).

## Section 4. Details of Project Site

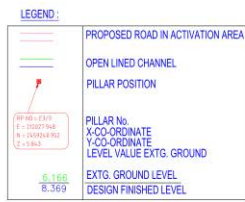
**SITE-A – Figure 1**



DHOLERA SPECIAL INVESTMENT REGION WITH TOWN PLANNING SCHEMES BOUNDARY

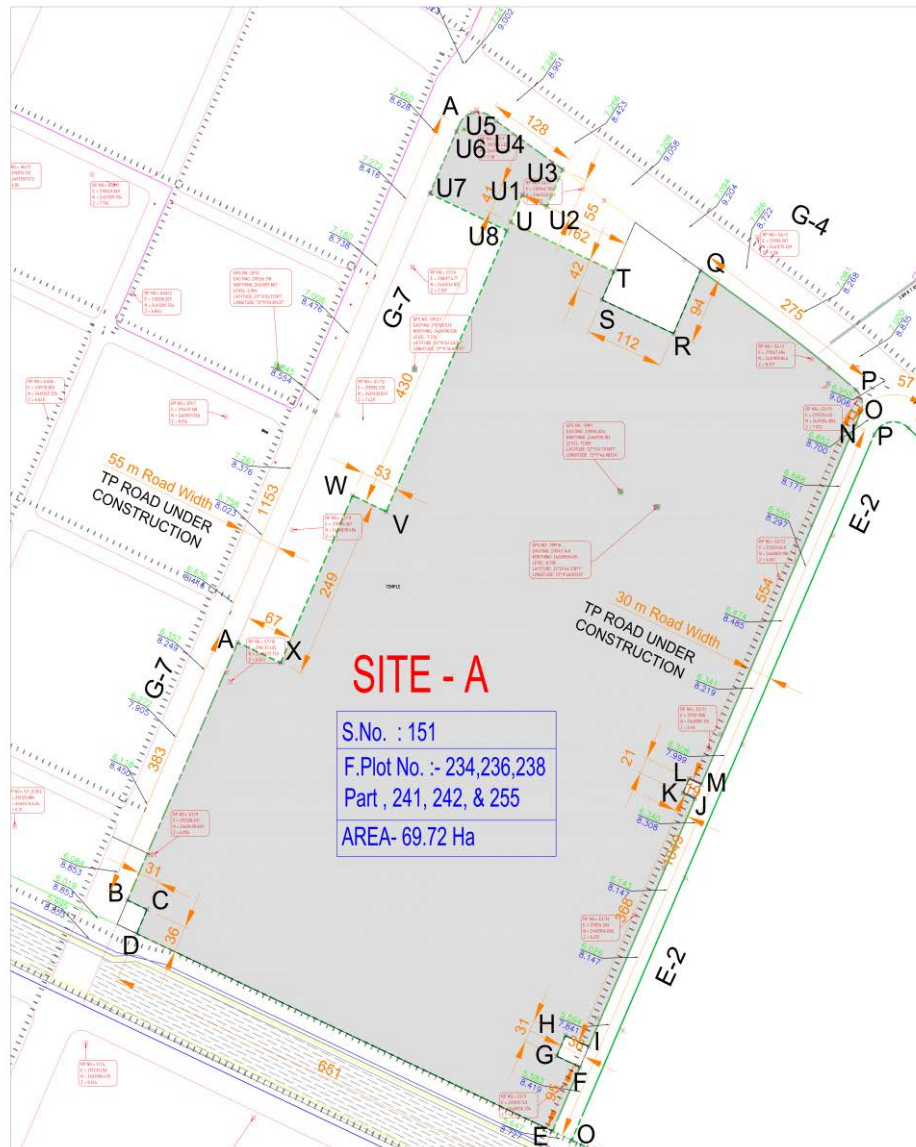


**SITE-A – Figure 3**



1. ALL THE DIMENSIONS ARE IN METER

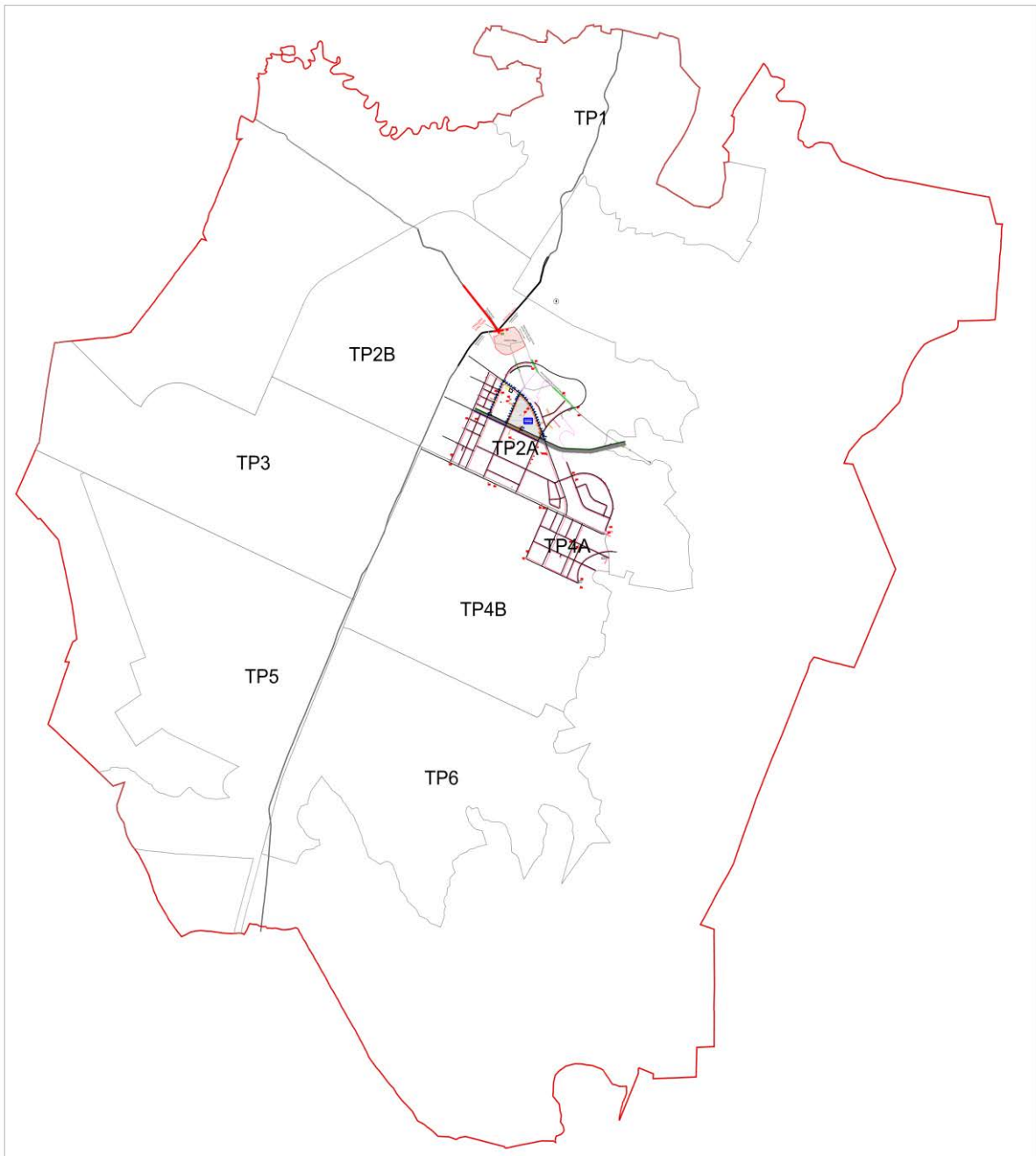
Points	X-Co-ordinate	Y-Co-ordinate
A	210448.169	2460725.892
B	210290.747	2460376.666
C	210318.609	2460364.013
D	210318.609	2460364.013
E	210897.631	2460063.674
F	210936.796	2460150.396
G	210903.510	2460165.372
H	210916.069	2460193.166
I	210949.341	2460178.170
J	211101.015	2460513.976
K	211083.872	2460521.761
L	211092.707	2460541.358
M	211109.864	2460533.567
N	211330.394	2461021.816
O	211337.907	2461038.448
P	211330.933	2461068.105
Q	211109.137	2461230.357
R	211070.448	2461144.420
S	210968.193	2461190.266
T	210985.469	2461228.573
U	210837.625	2461295.230
U1	210854.438	2461332.236
U2	210889.504	2461316.369
U3	210912.236	2461366.788
U4	210817.181	2461432.651
U5	210783.108	2461443.770
U6	210760.493	2461418.589
U7	210722.359	2461334.004
U8	210832.458	2461284.009
V	210660.220	2460903.172
W	210612.109	2460925.018
X	210509.385	2460698.212



SALIENT DETAILS OF THE PROPOSED PROJECT SITE



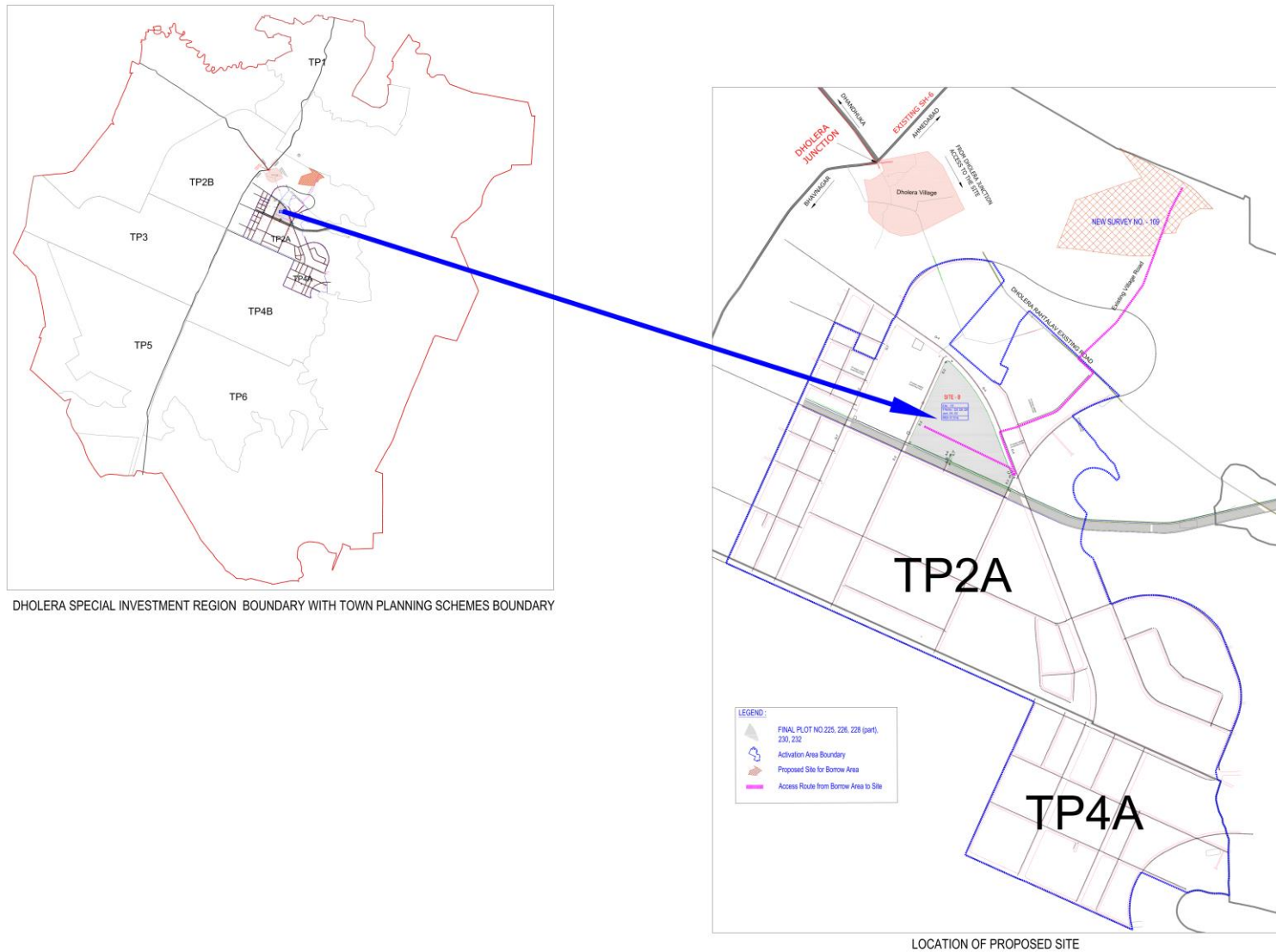
**SITE-B – Figure 1**



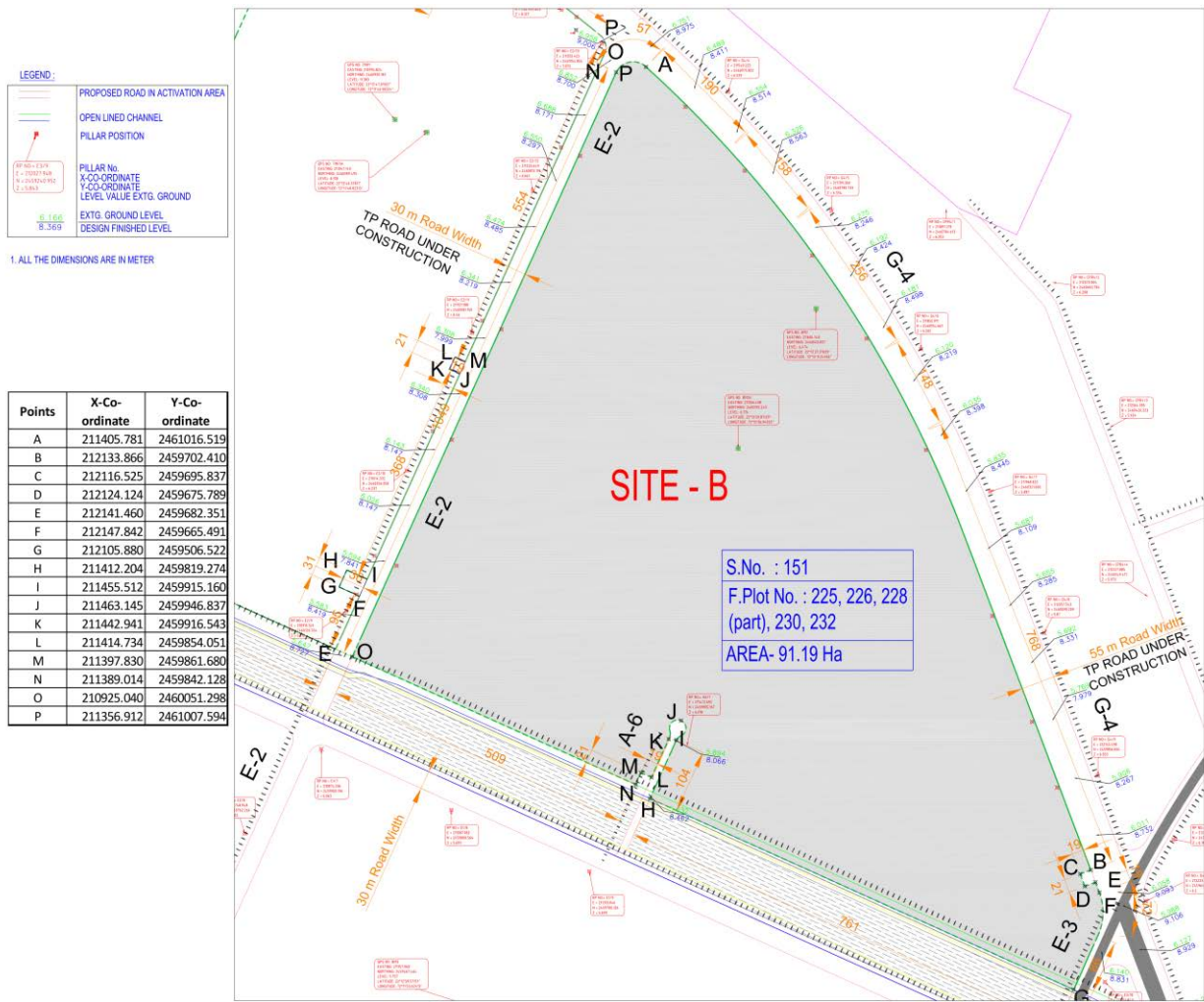
DHOLERA SPECIAL INVESTMENT REGION BOUNDARY WITH TOWN PLANNING SCHEMES BOUNDARY



**SITE-B – Figure 2**



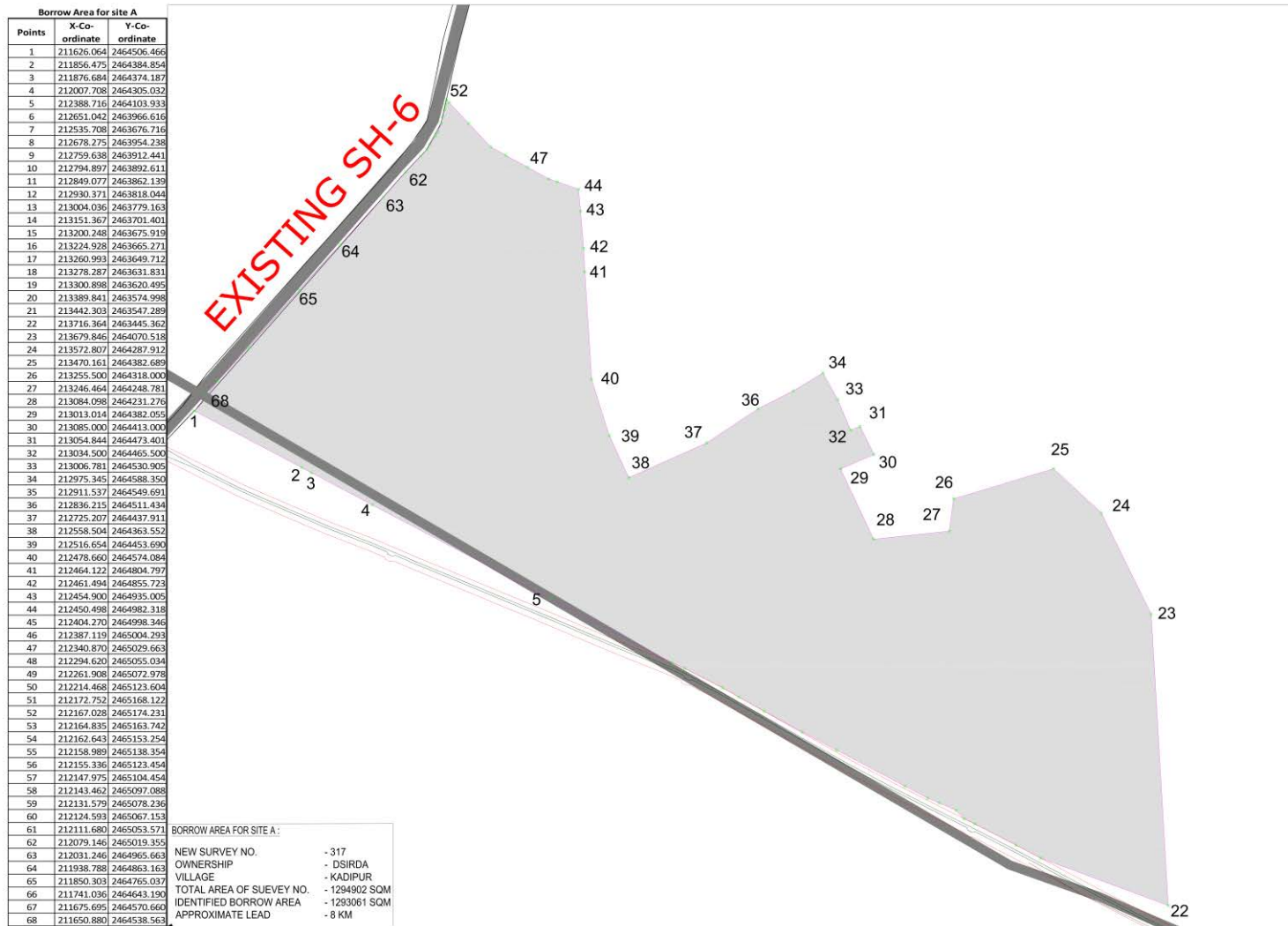
**SITE-B – Figure 3**



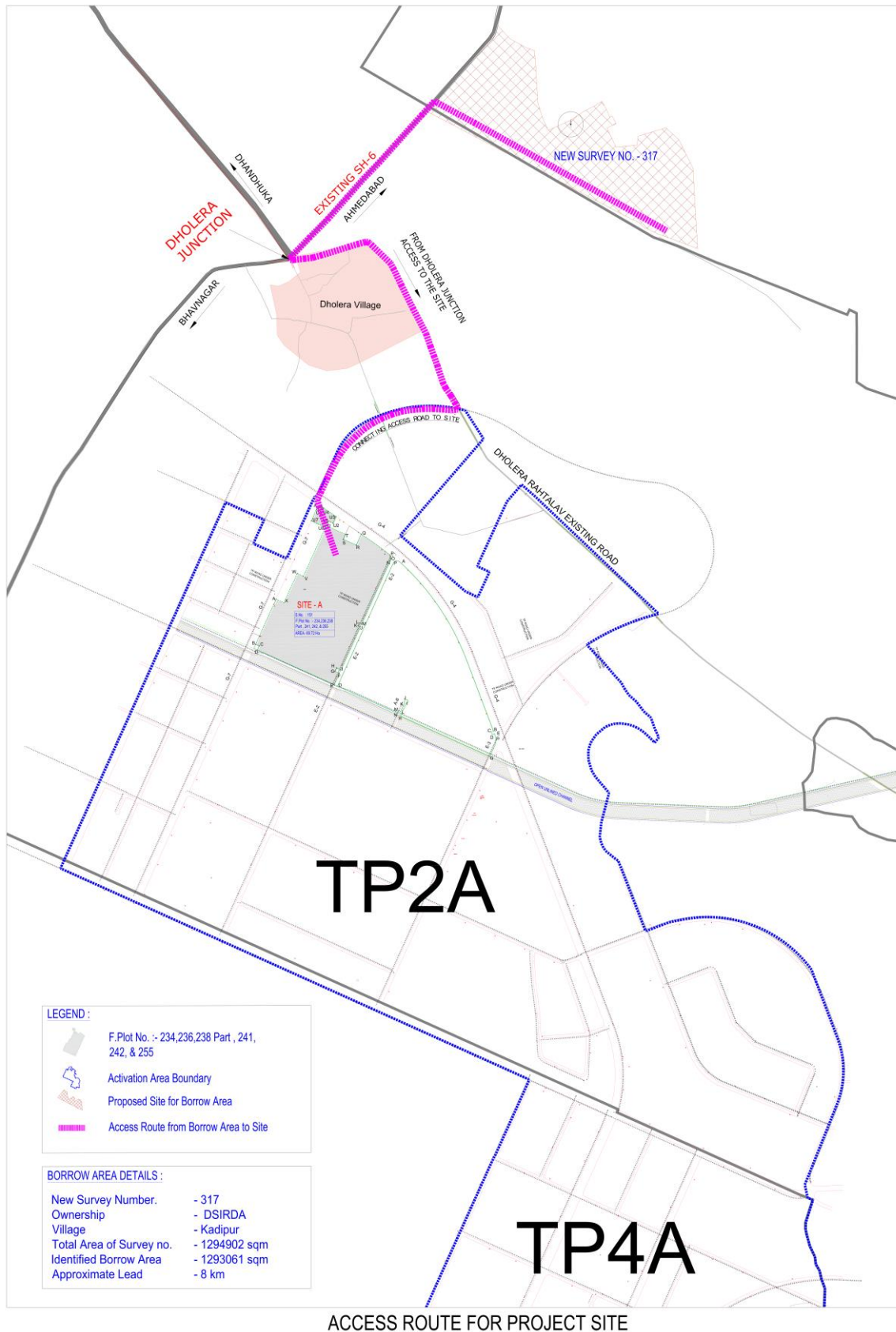
SALIENT DETAILS OF THE PROPOSED PROJECT SITE

### Section 5. Details of Identified Borrow Areas

**SITE-A – Figure 1**

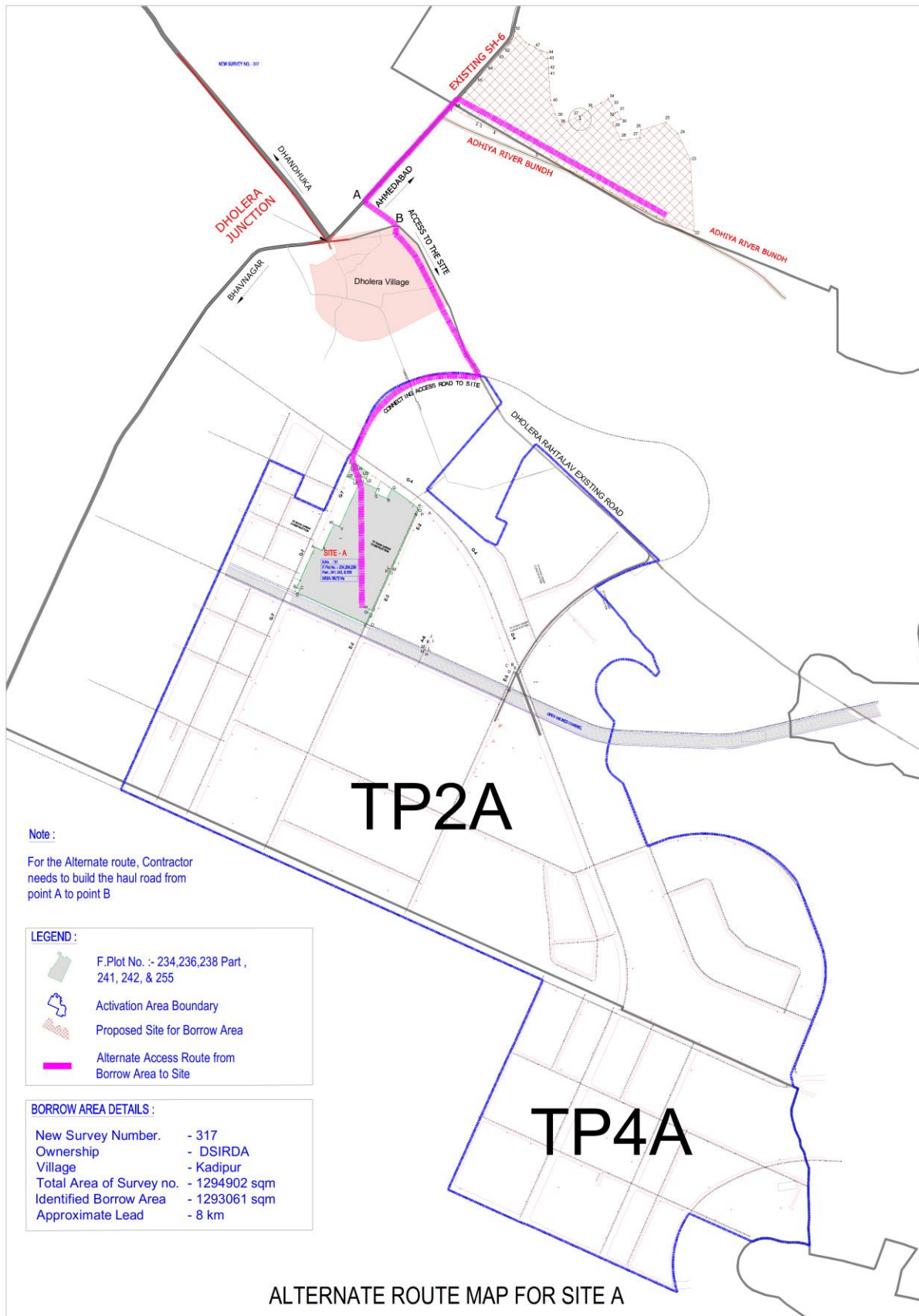


**SITE-A – Figure 2**



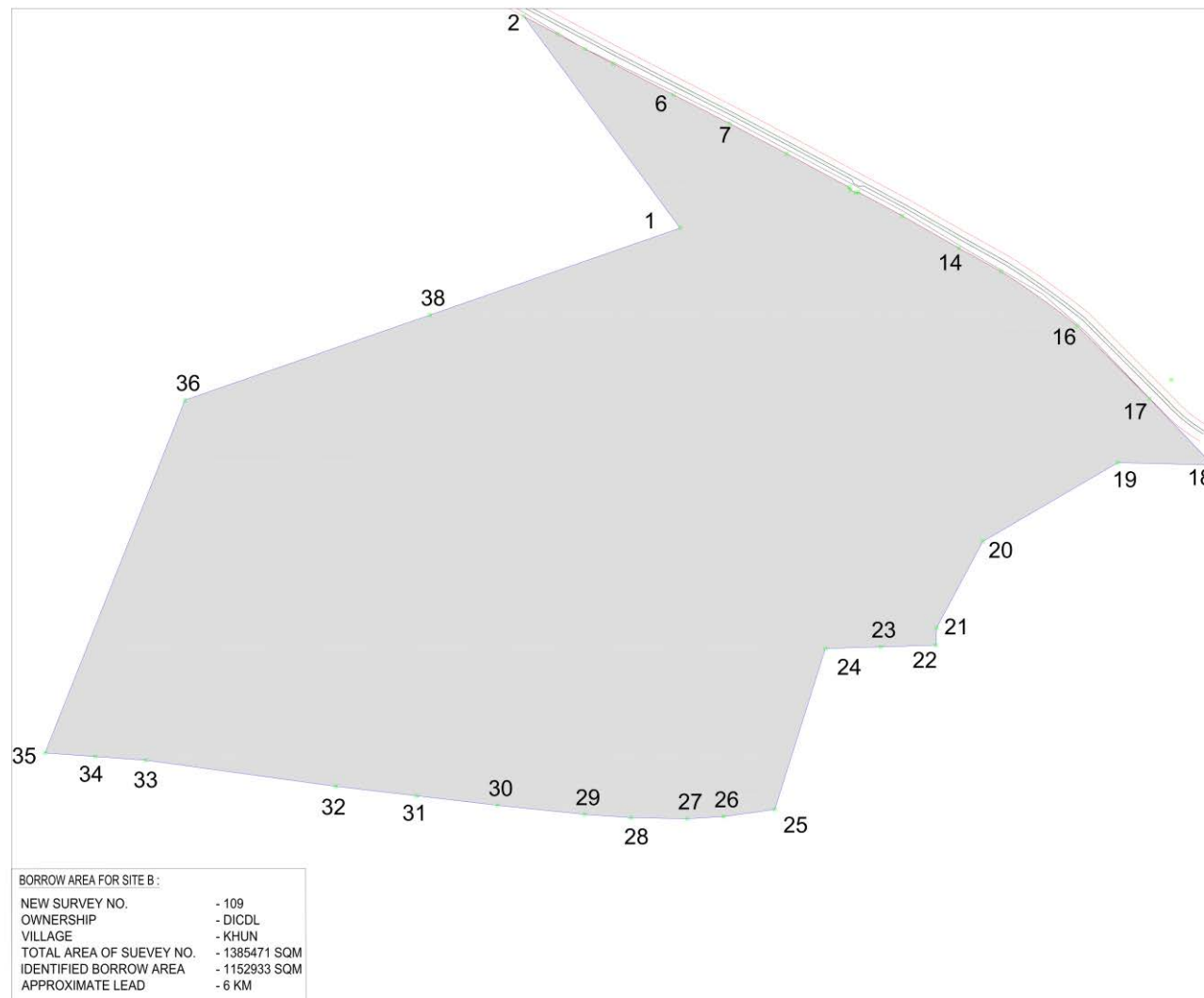


**SITE-A – Figure 3**

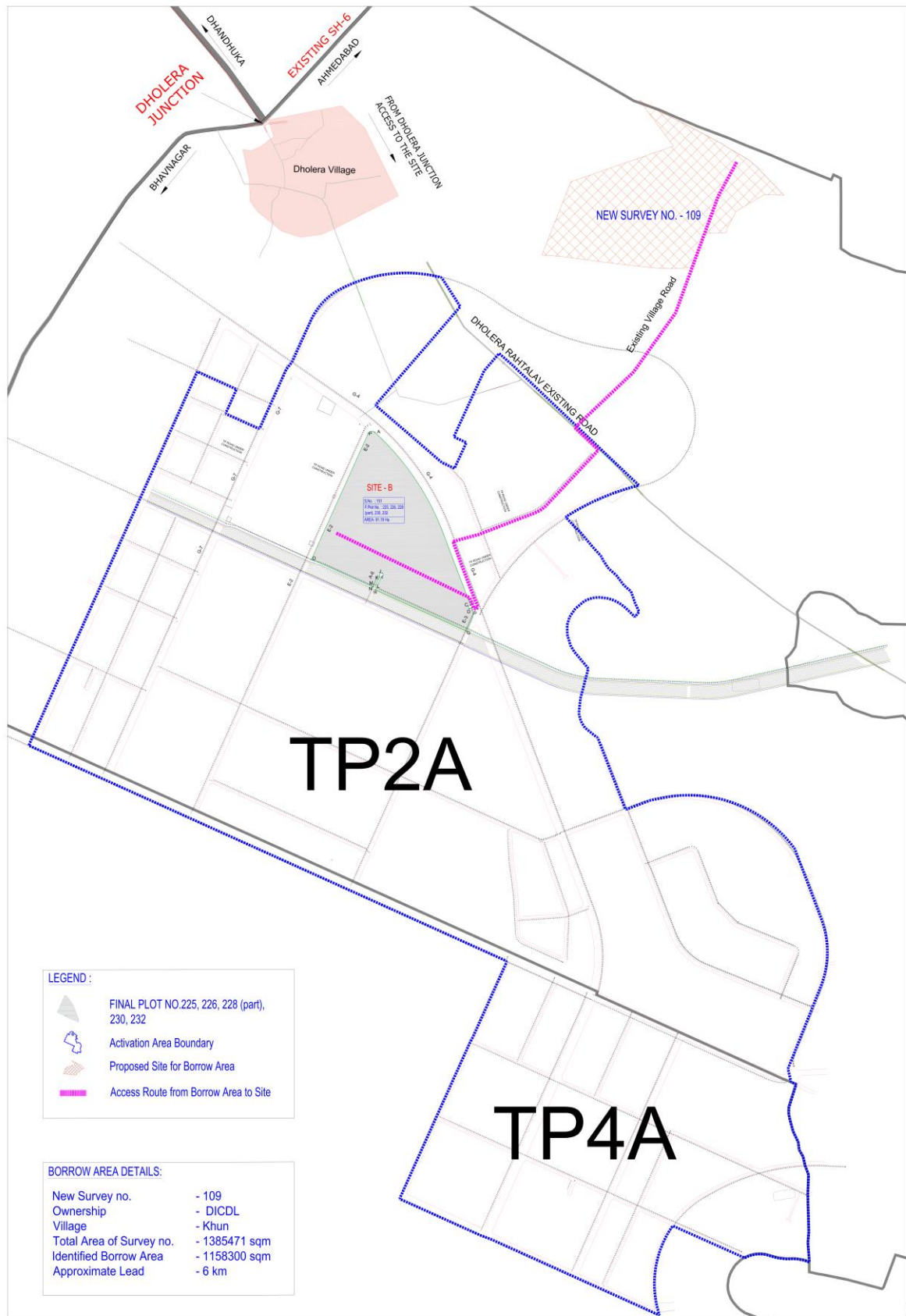


**SITE-B – Figure 1**

Borrow Area for Site B		
Points	X-Co-ordinate	Y-Co-ordinate
1	213677.068	2463189.261
2	213430.680	2463522.894
3	213483.972	2463494.746
4	213527.957	2463471.429
5	213571.941	2463448.112
6	213666.671	2463399.413
7	213755.490	2463353.966
8	213845.162	2463306.470
9	213943.455	2463253.643
10	213945.126	2463249.712
11	213953.934	2463244.977
12	213958.120	2463245.761
13	214026.903	2463208.794
14	214116.497	2463157.500
15	214182.673	2463120.714
16	213507.596	2462050.448
17	214302.903	2463034.666
18	214416.697	2462920.332
19	214516.244	2462815.776
20	214366.767	2462819.357
21	214153.879	2462695.005
22	214081.123	2462559.181
23	214080.204	2462531.616
24	213993.028	2462528.971
25	213905.852	2462526.327
26	213826.094	2462272.596
27	213745.576	2462261.457
28	213688.178	2462258.051
29	213599.571	2462259.737
30	213526.948	2462264.879
31	213389.571	2462279.198
32	213261.959	2462294.144
33	213134.347	2462309.090
34	212835.110	2462350.276
35	212755.797	2462356.060
36	212676.485	2462361.843
37	212897.008	2462918.025



**SITE-B – Figure 2**



ACCESS ROUTE FOR PROJECT SITE