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Dharamshala Smart City Limited Old Himuda Building, Chilgari, Dharamshala, Himachal Pradesh, 176215 Phone: 01892 - 226677

Date: 21-12-2019

NOTICE INVITING TENDER (NIT)

REF No. DSCL/I&PR-52/2018-

DHARAMSHALA SMART CITY LIMITED (hereafter referred to as "AUTHORITY") invites online bids from the eligible bidders through www.hptenders.gov.in for "CONSTRUCTION OF SMART PARKS PHASE 1 UNDER EPC MODE WITH OPERATION AND MAINTENANCE FOR FIVE YEARS IN DHARAMSHALA"

Detailed tender notice along with complete tender documents can be downloaded from the above website from 24^{th} December 2019 17:00 hours to 20^{th} January 2020 17:30 hrs.

	BID INFORMATION				
Sr. No.	Particulars	Information			
1	1 RFP No 05/2019				
2	Scope of work	Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala			
3	Location of Work	Various locations at Dharamshala			
4	Estimated Cost of the work	Rs.3.46Crores			
5	Time of completion of the 12 (Twelve) Months				
6	6 Operation & Maintenance Period				
7	Type of Contract	EPC with Operation & Maintenance			
8	Date of issue of Tender documents online	24 th December 2019			
9	Last date for sending pre- bid queries	6 th January 2020, 17:00 hours at <u>dscltender@gmail.com</u>			
10	Date, Time & Place of Pre- bid Meeting	7 th January2020 at 15:00 hrs. Venue: DHARAMSHALA SMART CITY LIMITED, Old HIMUDA Building, Chilgari, DHARAMSHALA, Himachal Pradesh, 176215 Ph. No.: 01892-226677; E-mail: dscltender@gmail.com			





	BID INFORMATION				
Sr. No.	Particulars	Information			
11	Last date for Online Purchase of Tender Document.	20 th January 2020 till 17:30 hrs.			
12	Last date of Online Submission of Bids	21stJanuary 2020 till 17:30 hrs.			
13.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids.	22 nd January2020 till 12:30 hrs.			
14.	Date & Time for Opening of Pre- Qualification andTechnical Bid	22 nd January 2020 at 15:00 hrs.			
15	Date & Time for Opening of Financial Bid	To be informed later to technically qualified bidders			
16	Tender document Fee	Rs.10,000/- (Rupees Ten Thousand only) to be paid only through Demand Draft (DD) in favor of "Dharamshala Smart City Limited"			
17	Earnest Money Deposit (EMD)	Rs.7,50,000/- (Rupees Seven lakh fifty thousand Only)			
18	Security Deposit (Performance Bank Guarantee (PBG)	10% of the Contract Amount (by the successful bidder to be furnished within 15days of issue of Letter of Award)			
19	Project Award Criteria	Lowest Bid			

For further details and general enquiries, prospective bidders may contact MD cum CEO, Dharamshala Smart City Limited, Old HIMUDA building, Chilgari, Distt Kangra, PIN 176215, Himachal Pradesh during working hours before the last date and time of submission of tender document.

Any modification / corrigendum / Addendum made in Tender documents will be hoisted on website. Bidders are advised to visit the website regularly till the date of submission of bid.





Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Dharamshala Smart City Limited or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement or an offer to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived in relation to the proposed assignment. Such assumptions, assessments and statements do not purpose to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, 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 and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidders may be 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. Dharamshala Smart City Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Dharamshala Smart City Limited, its employees and advisers make no representation or warranty and shall have no liability to any person including any 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 document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Selection Process. Dharamshala Smart City Limited also accepts no liability of any nature whether





resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP document.

Dharamshala Smart City Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

The issue of this RFP document does not imply that DSCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the proposed Assignment and Dharamshala Smart City Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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





List of Abbreviations and Definitions

List of Abbreviations

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ABD	Area Based Development		
AMC	Annual Maintenance Contract		
BEC	Bid Evaluation Committee		
BOQ	Bill of Quantities		
BSNL	Bharat Sanchar Nigam Limited		
CBSE	Central Board of Secondary Education		
CEO	Chief Executive Officer		
СН	Chainage		
D.C	Deputy Commissioner		
DMC	Dharamshala Municipal Corporation		
DSCL	Dharamshala Smart City Limited		
DPR	Detail project Report		
EIC	Engineer in Charge		
FR	Feasibility report		
HP	Himachal Pradesh		
HPSEB	Himachal Pradesh State Electricity Board		
INR	Indian Rupees		
IPH	Irrigation and public health		
MD	Managing Director		
MC	Municipal Corporation		
MS	Mild Steel		
NIT	Notice Inviting Tender		
PCP	Pan-City Proposals		
PMC	Project Management Consultants		
PWD	Public Work Department		
RFP	Request for proposal		
SCP	Smart City Proposal		
SS	Stainless Steel		
SPV	Special Purpose Vehicle		





Definitions:

In this "Bid / RFP Document" the following words and expression will have the meaning as herein defined where the context so admits

- 1. "Affiliate" shall mean a company that either directly or indirectly
 - a. controls or
 - b. is controlled by or
 - c. is under common control with
 - d. A Bidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 2. "ABD" Shall mean Area Based Development in the Dharamshala Smart city proposals.
- 3. "Authority" shall refer to DSCL
- 4. "B.I.S" shall mean specifications of Bureau of Indian Standards (BIS);
- 5. **"Bid / Tender"** shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents / credentials / attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
- 6. "Bidder / Bidding Company" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
- 7. **"Bid Deadline"** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid information Sheet;
- 8. "Bid Capacity" shall means capacity offered by the bidder in his Bid under invitation.
- 9. "BOQ" Bill of Quantity
- 10. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 11. "Competent Authority" shall mean Managing Director cum CEO of DHARAMSHALA SMART CITY LIMITED himself and / or a person or group of persons nominated by Managing Director / CEO for the mentioned purpose herein;





- 12.**"Commencement Date"** shall be the 15th day of issue of the Letter of Award or the date of signing the contract whichever is earlier.
- 13. "Commissioning" means Successful operation of the Project / Works by the successful Bidder, for the purpose of carrying out Performance Test(s) as defined in RFP.
- 14. "Company" shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- 15. **"Completion Date"** shall mean the end date for completion of works which will be the date of issuance of the completion certificate
- 16. "Contract" Agreement made between DSCL and the selected bidder on issue of Letter of Award.
- 17. "Contract date" Date of signing the contract
- 18."Contract Amount" The total price quoted by the selected bidder
- 19. "DSCL" Dharamshala Smart City Limited
- 20."DLP" Defect Liability Period
- 21. "Engineer" / "Engineer-in-Charge" means the Engineer appointed by DSCL for the supervision and management of the Project
- 22. "HPSEB" means Himachal Pradesh State Electricity Board
- 23. "PMC" means Project Management Consultants
- 24.**Price Bid"** shall mean the Bidder's quoted Price as per the Section IV of this RFP;
- 25."RFP" shall mean Request for Proposal (RFP) / Bid Document / Tender Document

Interpretations

- 1. Words comprising the singular shall include the plural & vice versa.
- 2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.





1. Instruction to Bidders

1.1 General Information and Guidelines

1.1.1 Purpose

DHARAMSHALA SMART CITY LIMITED seeks the services of a reputed company, for "CONSTRUCTION OF SMART PARKS PHASE 1 UNDER EPC MODE WITH OPERATION AND MAINTENANCE FOR FIVE YEARS IN DHARAMSHALA" (hereinafter referred to as the "Project"). This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in Section 2 of this RFP document.

1.1.2 Consortium

- i. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- ii. The Successful Bidder at no given point of time, may assign or delegate its rights, duties or obligations under the Agreement/ Contract except with prior written consent of the Authority
- iii. No bidder applying individually, or as a member of a Consortium, as the case may be, can be a member of any other consortium bidding for the Project.
- iv. In the event the bidder is a Consortium, it shall, comply with the following additional requirements:
 - a) Number of members in a consortium shall not exceed 2 (Two) including the Lead Member
 - b) The Members of the Consortium shall nominate one member as the Lead Member
 - c) The Members of the Consortium shall be jointly and severally responsible for successful implementation of the Project throughout the terms of the contract.
 - d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted





- by the Consortium or its members respectively from time to time in the response to this RFP.
- e) The Members of the Consortium shall submit a Consortium Agreement set out in Annexure 1.4 *inter alia* consisting of the following:
 - Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work, allocated as per each member's field of expertise.
 - Commit to the profit and loss sharing ratio of each member.
 - Commit to the scope of work, rights, obligations and liabilities to be held by each member.
 - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Project.
 - Include a statement to the effect that all the members of the Consortium shall be jointly and separately liable for all obligations in relation to the Contract until the completion of the Project in accordance with the Contract
- f) In case the Successful Bidder is a Consortium, then no change in the Lead member is permissible. Change of the other member in the Consortium can be done only under extreme circumstances such as non-performance of that member, insolvency or bankruptcy of that member, which shall be done only with the prior written approval of the AUTHORITY. Provided that in the event of any such approved change of Consortium member, the member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of DHARAMSHALA SMART CITY LIMITED. In the event AUTHORITY does not grant approval for the change of the Consortium member (other than the Lead Member) or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.





g) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

1.1.3 Sub-Contracting

Sub-Contracting is not allowed for this RFP

1.1.4 Completeness of Bid

The bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

1.1.5 Proposal Preparation Costs

- The bidder shall submit the bid at its cost and expense. AUTHORITY shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over AUTHORITY and AUTHORITY shall be at liberty to cancel any or all bids without giving any notice.
- All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY.

1.1.6 Pre-bid Meeting and Queries

1. AUTHORITY will host a Pre-Bid meeting as per the date mentioned in the RFP Bid Information Sheet. The authorized representatives, limited to 2, of the interested bidders may attend the pre-bid meeting at their own cost. The purpose of the meeting is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to





- the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.
- 2. All bidders shall e-mail their queries to <u>dscltender@gmail.com</u> in the form and manner as prescribed in Annexure 5. The response to the queries will be published on <u>www.hptenders.gov.in</u>. No queries will be entertained thereafter. The response of AUTHORITY shall become integral part of RFP document. AUTHORITY shall not make any warranty as to the accuracy and completeness of responses.
- 3. AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY 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 AUTHORITY to respond to any question or to provide any clarification.
- 4. AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.

1.1.7 Amendment of RFP Document

- 1 All the amendments made in the document would be published on the e-Tendering Portal only and shall be part of RFP.
- The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP.

1.1.8 Supplementary Information to the RFP

If AUTHORITY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue corrigendum(s) to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.





1.1.9 DHARAMSHALA SMART CITY LIMITED's Right to Terminate the Process

AUTHORITY may terminate the RFP process at any time and without assigning any reason. AUTHORITY reserves the right to amend/ edit/ add/ delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

1.1.10 Site Visit and Verification of Information

- a) The Bidder are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) The location of the Parks and Place making are listed under the Scope of Works in Section 2 of this RFP.
- c) Typical Concept drawings are provided in the drawings section of this RFP which may be modified according to the site conditions if required. Working drawings shall be produced in line with the typical drawings incorporating the site requirements prior to commencement of work at each location, by the contractor and approval obtained prior to construction.

1.2 Key Requirements of the Bid

1.2.1 RFP Document/Tender Fee

RFP can be downloaded from the website <u>www.hptenders.gov.in</u>. RFP Document Fee as per the Bid Information Sheet shall be paid through online-Tendering Payment Gateway / Bank Demand Draft only. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

1.2.2 Earnest Money Deposit (EMD)

In terms of this RFP, a Bidder is required to submit EMD as per the Bid Information Sheet in the form of Demand Draft/ Fixed Deposit Receipt(s)/





Bank Guarantee issued by any nationalized/ scheduled commercial bank in favor of "DHARAMSHALA SMART CITY LIMITED", Dharamshala, valid for the entire duration of validity of the Bid.

- The EMD of unsuccessful bidders will be returned within 90 (ninety) days from the date of opening of the financial proposal. The Bid Security, for the amount mentioned above, of the Successful Bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided in Annexure 8 of the RFP.
- No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to all the bidders (including the Successful Bidders) without any accrued interest on it.
- 4 The bid submitted without EMD, mentioned above, will be summarily rejected.
- 5 The EMD may be forfeited:
- a. If a bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any.
- b. In case of a Successful Bidder, if the bidder fails to sign the contract in accordance with the terms and conditions or furnish the required Performance Security.
- c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- d. If, during the bid process, any information is found false/ fraudulent/ *mala fide*, and then AUTHORITY shall reject the bid and, if necessary, initiate action.
- e. If the Bidder does not accept the correction of the Bid Price, pursuant to Sub Clause 1.4.7.2
- The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon bidders.





1.3 Instruction to Bidders

1.3.1 Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2 Bid Submission Instructions

1. The complete bidding process will be online (e-Tendering). Hard copy in three cover system submission of bids shall be in accordance with the instructions given in the Table below:

Particulars	Instructions		
Cover 1	PRE-QUALIFICATION CUM TECHNICAL BID		
Fee	Proof of submission of RFP Document Fee and Scanned copy of EMD.		
Pre-Qualification Proposal shall be prepared in accor with the requirement specified in this RFP and the forma prescribed in Annexure 1 of the RFP. Pre-Qualification Proposal should be submitted through 0 bid submission process and also in Hard Copy as mentio the Bid Information Sheet.			
Technical Bid	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats as prescribed in Annexure 2 of the RFP. Technical Proposal should be submitted through online bid submission process and also in Hard Copy as mentioned in the Bid Information Sheet.		
Cover 2 :	FINANCIAL BID		
The Financial Proposal shall be prepared in accordance requirements specified in this RFP and in the formats prescribed in Annexure 3 of the RFP. Financial bid uploaded shall be printed, duly signed a submitted in cover 2.			
Cover 3:	The sealed technical bid and financial bid covers duly super scribed shall be put in a bigger cover and sealed and super scribed appropriately		

- 2. The following points shall be in consideration for submission of bids:
- a. AUTHORITY shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.





- b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
- c. AUTHORITY may seek clarifications from the Bidder on the technical bid. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Bid submitted by the Bidder should be inclusive of all the items in the technical bid and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer
- d. Technical Proposal shall not contain any financial information and shall be unconditional.
- e. If any Bidder does not qualify the pre-qualification criteria stated in Section 1.4.5 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial bid of the Bidder shall kept unopened in the e-Tendering system.
- f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which AUTHORITY reserves the right to reject the proposal.

1.3.3 Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the last date of submission of the bids.

1.3.4 Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the bidder on the bid form. Entire EMD shall be forfeited if any of the bidders withdraw their bid during the validity period.





1.3.5 Non-conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of AUTHORITY.

1.3.6 Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at AUTHORITY's discretion.

1.3.7 Authentication of Bid

- a) Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.
- b) The Bidder should submit a Power of Attorney as per the format set forth in Annexure 6, authorizing the signatory of the Bid to commit the Bidder.

1.3.8 Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexures, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.4 Evaluation Process

- a. AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by AUTHORITY shall evaluate the responses to the RFP (Cover 1 and Cover 2) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.





- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's Site to validate the credentials/citations claimed by the bidder.
- e. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

1.4.1 Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. AUTHORITY reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
- Stage 1 RFP Document fee and Bid Security/EMD, Pre-Qualification /
 Technical Qualification
- Stage 2 Financial Evaluation of the qualified bids at Stage 1.
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the RFP Bid Information Sheet. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. The Financial Proposals of only those bidders will be opened who fulfill the criteria in Technical Evaluation.
- f. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In addition to





- that, if the representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of all the bidders
- g. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. AUTHORITY has the right to reject the bid after due diligence is done.

1.4.2 Evaluation of Pre-Qualification Proposals

- a) Authority shall open Cover 1 marked "Pre-Qualification cum Technical Document" on Bid opening date.
- b) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 1.4.5 of the RFP. **Each of the Pre-Qualification condition mentioned in Section 1.4.5 of the RFP is MANDATORY**. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- c) The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the Annexure 1.
- d) Each Technical Evaluation shall be assigned a technical score out of a maximum of **100 marks** and those bidders secured marks **above 70** only will be considered for the Financial Evaluation stage. Refer 1.4.6 of this RFP.

1.4.3 Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- Authority will evaluate the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive.
 Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion
- b) Bidders' proposal will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Section 1.4.6 of the RFP.
- c) The Bidders are required to submit all required documentation in support of the evaluation criteria specified in the section 1.4.6 (e.g. Detailed





Project citations and copy of work order, clients contact information for verification, and all others components) as required for technical evaluation.

- d) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.
- e) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- f) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- g) AUTHORITY reserves the right to accept or reject any or all bids without giving any reasons thereof.

1.4.4 Financial Proposal Evaluation

- a) All the technically qualified bidders will be notified to participate in Financial Proposal opening process by Bid Evaluation Committee.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- c) Financial Proposals that are not meeting the condition mentioned in Annexure 3 shall be liable for rejection.
- d) Total Cost of Bid (TCB) shall be as given in Annexure 3.2 of the RFP.
- e) If there is a discrepancy between words and figures, the amount in words shall prevail. For any calculation/ summation error etc. the bid shall be corrected as per Cl.1.4.7 or may be rejected as per the decision of the Bid Evaluation Committee.





1.4.5 Pre-Qualification Criteria

The proposal failing to meet any of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

	Decis	Sec. of Grand Control of Control	Dogwood
S No	Basic Requirement	Specific Requirements	Documents Required
	•	•	
1	Legal Entity	The Bidder should be Class A Contractor registered under unified registration system in CPWD with a valid UIN or Equivalent Registration in any State Govt. Dept. Central Govt. Dept., other Govt. Dept / undertaking of state/Central Govt. P.S.U.	Copy of Certificate of Registration and copies of valid PAN, GSTIN, as per statutory requirement.
2	Financial Eligibility	The Bidder should have average annual Turnover of Rs.5Crores during the last 3 audited financial years. Certificate from The Statutory Auditor/Charter accountant	
3	Solvency Certificate	Solvency for an amount of 40% of the estimated amount of tender	Solvency Certificate from a Nationalised Bank not older than six months as on the date of submission of the bid.
4	Balance sheet	The bidder should not have incurred loss in more than two years during the last five consecutive years' balance sheet Certified and audite by Chartered Accountant	
5	Blacklisting		





1.4.6 Technical Evaluation Criteria

Technical proposals of only those firms, whose bids are found responsive, shall be opened for further evaluation. Technical proposals will be evaluated for their compliance of eligibility to various tender requirements.

Criteria	Maximum Marks	Method of allotting marks for technical score	
TECHNICAL EVALUATION			
Experience of Implementing	20 Marks	Bidders with experience of	
Projects		5 years or more - 20 marks	
		<5 yrs and >=4 yrs - 15 marks	
		<4 yrs and >=3 yrs - 12 marks	
Total number of projects	20 Marks	Bidders with 5 or above will be awarded 20	
successfully implemented		marks and other bidders will be allocated	
during last five years		marks proportionately. E.g. Bidder with	
including ongoing works		experience of 2 projects will get 2/5*20=8	
Copy of the agreements/		marks	
completion certificates as a			
proof has to be attached			
Executing Parks project of	20 Marks	Bidders with 4 projects or above will be	
cost more than Rs 3.0 Cr		awarded 20 marks and other bidders will	
		be allocated marks proportionately	
Executing Parks having	20 Marks	Single project with landscaping of =>5000	
Landscaping component of		sqm will be awarded 4 marks	
not less than 5,000 sqm and		walking track – 2 marks	
other components like		children play area – 2 marks	
walking track, children play		open gym – 2 marks	
area, open gym, fountain,		fountain – 2 marks	
open air theatre food court		open air theatre – 4 marks	
		food court – 4 marks	
Average Annual Turnover of	10 Marks	>10Cr. – 10marks	
last 3 financial years		5Cr. To 10Cr. – proportionately (0–10)	
		marks	
ISO CERTIFICATION: The	10 Marks	10 marks will be awarded for the	
Sole Bidder or the Lead		certification on providing valid copy of	
Member of the consortium		certificates.	
should have a valid ISO			
9001 certification			

1.4.6.1 Bidder should have successfully completed works of similar nature with any Central/State Govt. Department / Public Sector





Undertaking / City Development, in the last Five years ending previous day of the last day of submission of tenders. This should be certified by an officer not below the rank of Executive Engineer / Project Manager.

1.4.6.2 The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.

1.4.6.3 Bid Capacity

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

Where

'N' = No. of years prescribed for completion of the subject contract.

'A' = Maximum value of works executed in any one year during last Five years (at current price level)*

'B' Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years

*Note: The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.

The details shall be furnished under Appendix 2.3 & 2.4

1.4.6.4 Manpower

The Contractor shall provide experienced managerial, technical, supervisory, and nontechnical personnel, security personnel and labour necessary to operate and maintain the Parks and allied works properly, safely and efficiently on a continuous 24 hour basis for the full term of the O&M period. While doing so due consideration shall be given to the labour laws in force.

The Bidder should have sufficient number of Technical and Administrative employees required for proper execution of the contract. The following technical employees should be available throughout the construction period.





SI	Designation	Nos. required	Qualification	Experience in similar projects
1	Project Manager	1	Degree in Civil Engineering	10 years
2	Architect / Planning Engineer	1	Degree in Arch /Civil Engineering	5 years
3	Quantity Surveyor	1	Degree/Diploma in Civil Engineering	2/5 years respectively
4	Site Engineer	2	Degree/Diploma in Civil Engineering	2/5 years respectively
5	Draughtsman	1	Diploma in Civil Engineering	1 year
6	Horticulture Specialist	1	BSc. In Horticulture/ Agriculture	3 years

The applicant should submit a list of these employees stating clearly the name and designation / capacity they would be involved in this project in Annexure 2.5

1.4.6.5 Disqualification

Even though a bidder appears to meet the pre-qualifying criteria, he could be disqualified if he has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
- c. Submitted the RFP, which is not accompanied by the required documentation or is non-responsive.
- d. Failed to provide clarifications related thereto when asked by the technical committee.
- e. Where such firm has already submitted the bid.
- f. Is black listed / barred by GOI/State Gov't /State or Central PSU/ as on date. The company/firm shall on its letterhead submit an undertaking that it has not been blacklisted by GoI/State Gov't/State or Central PSU in last three years from the date of submission of bids for this RFP.





If any such information which would have entitled DSCL to reject or disqualify the bidder becomes known after the bidder has been qualified, DSCL reserves the right to cancel the qualification of the Bidder at any later stage.

1.4.7 Financial Evaluation Criteria

1.4.7.1 Bid to be substantially responsive

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

A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) which effects in any substantial way the scope, quality or performance of the Works;
- (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's right or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.

1.4.7.2 Correction of Errors

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

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

The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner.

If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 1.2.2.5

1.4.7.3 The Bid Price

- a) The bidder shall fill the total bid price as **Lump Sum Price** (both in figures and words) for the scope of works in its entirety as specified in the Bid document. The Lump sum price to be quoted by the bidder shall be inclusive of all statutory and applicable taxes. The final quoted bid amount shall also be inclusive of GST.
- b) The prices tendered shall except in so far as it is otherwise, provided under the contract, include cost of design & engineering, all





- constructional plant, labour, supervision, materials, erection, maintenance, insurance, taxes and duties & other levies together with all general risks, liabilities and obligations set out or implied in the contract.
- c) Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in the bidding documents in respect of providing the product/services.
- d) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- e) Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in this RFP. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.
- f) Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.
- g) However, it should be noted that the price quotes should be as per the format given for financial submission. However, the quoted prices would be amended if there is any amendment of existing taxes/duties/levies or there is introduction of any new taxes /duties/ levies by any state Government or central Government. This price variation will be applicable for increase/decrease/addition of any such taxes.

1.5 Award of Contract

1.5.1 Award Criteria

a. The selection will be done through LCS (Least Cost Based Selection). In the first stage, a technical evaluation will be carried out as specified in this RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, financial bid of short-listed applicants will be opened and evaluation will be carried out as specified. Proposals will finally be ranked according to their financial scores as lowest price bid will be declared L1 and then L2, L3 subsequently.

b. If there is more than one bidder having the same score, AUTHORITY reserves the right to finalize the Successful Bidder and that will be binding on all bidders





1.5.2 Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Agency under this RFP. Issues such as the proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, methodology and quality of the work plan shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's' and the applicant's authorized representative. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations

1.5.3 Letter of Acceptance (LoA)

Prior to the expiration of the period of bid validity, the AUTHORITY will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted who shall be sign and return the duplicate copy of the LOA in acknowledgement thereof. LoA will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, AUTHORITY will promptly notify each unsuccessful bidder.

1.5.4 Signing of Contract

- a. AUTHORITY shall notify the Successful Bidder that its bid has been accepted by a Letter of Award on acceptance of the Performance Guarantee. The Successful Bidder shall enter into contract agreement with AUTHORITY within the time frame mentioned in the Letter of Award issued to the Successful Bidder by the AUTHORITY.
- b. If the Agency fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Applicant (L2) for negotiations. In such an event, the Bid Security of the first ranked Applicant (L1) shall be forfeited and appropriated in accordance with the provisions of this RFP.

1.5.5 Failure to Agree With the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite for fresh RFP. This bidder will be blacklisted.





1.5.6 DHARAMSHALA SMART CITY LIMITED's Right to accept any Bid and to Reject any or All Bids

AUTHORITY reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.

1.6 Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of Letter of Award, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to 10% of contract value to DSCL.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- c) In case of a consortium the PBG shall be drawn mentioning the name of the consortium to whom the work is awarded in the PBG, by any of the consortium partners who is a registered company.
- d) In addition to paper based confirmation system, IT enabled confirmation system will be followed for which the Bank Guarantee will be subjected to.
- e) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- f) The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG.
- g) The PBG shall be valid initially up to 180 days beyond the completion of the Construction Period.
- h) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till 180 days beyond the extended period.
- i) In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such





- compensation 14 (fourteen) days in advance, indicating the contractual obligation(s) for which the Bidder is in default.
- j) AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- k) On satisfactory performance and completion of the order in all respects and duly certified to this effect by AUTHORITY, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder within the time mentioned in the contract.

1.7 Period of Completion

1.7.1 Contract Period

The Physical Works shall be completed in its entirety within **12 (Twelve)** Months from the Start Date, which shall be the date of signing the Contract.

1.7.2 Defect Liability Period

The defect liability period shall be 1 (One) year from the date of issuance of the Construction completion certificate by the Authority.

1.7.3 Operation and Maintenance Period

The Operation and Maintenance Period shall be 5 (Five) years from the date of issuance of the Construction Completion Certificate by the Authority.

The defect Liability Period of one year shall be included in the Operation and Maintenance Period.

1.8 Insurance

1.8.1 Insurance during Contract Period

The Contractor shall effect and maintain at its own cost, from the Contract Date till the date of issue of the Completion Certificate, the insurance of Works, Plant and Material for any loss or damage occurring on account of Force Majeure, Malicious Act, Accidental Damage, Explosion, Fire, Terrorism etc.

The insurance stated above shall cover the Authority and the Contractor against all loss or damage from any cause mentioned above.

1.8.2 Insurance for Contractor's Defects Liability





The Contractor shall effect and maintain insurance cover for the works from the date of issue of the Completion Certificate until the end of the Operation and Maintenance Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring (as mentioned in clause 1.8.1) prior to the issue of the Completion Certificate.

The Contractor shall also maintain other insurances for maximum sums as may be required under the applicable Laws and in accordance with Good Industry Practice.

1.8.3 Insurance against injury to Persons and damage to Property

The Contractor shall obtain insurance cover not less than Rs. 25.00 lakhs (Rupees Twenty five lakhs only) against its liability for any loss, damage, death or bodily injury. Or damage to any property (except things insured under Paragraph 1.8.1 and 1.8.2 of this Schedule) or to any person which may arise out of the Contractor's performance of this Agreement.

This insurance shall be per occurrence of not less than the amount stated above with no limit on the number of occurrences.

The contractor shall against its liability for any loss and damage to the property on which the contractor occupies, due to performing the obligations under the contract.

1.8.4 Insurance to be in Joint names

The insurance under paragraph 1.9.1 to 1.9.3 above shall be in the joint names of the Contractor and the Authority.





2. SCOPE OF WORKS

2.1 SCOPE OF WORKS

The broad scope of work includes the construction and retrofit of 3 parks namely Gandhi Nagar Park, Ram Nagar Park and Park at Charan Khad. 1 Place making is also proposed near SP Residence.

The proposed concept of the park is to elevate it to an active recreational area serving a wide range of users including – youth, elders, physically challenged persons, local residents and visitors. The design will promote usability of park throughout the year and during all opening hours to promote maximum utilization of the park facility. Local culturally sensitive art, materials and equipment will be promoted. The emphasis is in rebuilding a park finished to a high quality and standards comparable to global cities. The landscaping, materials and textures are selected to demonstrate that refinement and augmentation of a typical park in Dharamshala into a public space of $21_{\rm st}$ century.

All Parks are located in important areas and along the major road of the city. The high accessibility and high visibility of the parks is ideal for improvements to design and transform its character into a multi-functional space catering to the local residents and visitors to the commercial and institutional zones as well.

The proposed design concept of the park has emerged from the stakeholder consultations. The main design elements desired by the community during these consultations are: Walking/ jogging track, Kids play area, Open gym and yoga, shaded seating, Drinking water facility, Mural & paintings, Flower and shady tree, Children's play area, Solar lighting for respective parks.

2.2 MUSICAL THEME PARK AT CHARAN KHAD

The design of this leisure park is modern in terms of its form and elements. Various elements, such as paved walkways, benches, covered and semi-covered seating, stepped seating and lawns have been incorporated in the park. A juice bar, bill board and an e-toilet have been provided at the main entrance as public amenities. A major point of interest is the innovative bridge design spanning the Charan Khad. The park adjoins the Dharamshala-Palampur Road on one side, and the Charan Khad on the other.

The park is designed to be a chiming musical garden in the midst of the smart city. It invites people to come and explore various musical instruments in the form of sculptures and street furniture. Both traditional and contemporary musical icons such as Turhi and Tembos respectively are represented in this park. Stone benches made from Jaisalmer and Red Agra stone with top representing a piano have been proposed. Musical note sculpture and harp made from Ferro cement / metal have been proposed in the central area. A few even make musical notes when struck such as the Tubular bells. The bridge across the





Charan Khad area is in the form of an abstract accordion. It has benches for rest and viewing the Khad. Potted plants are provided to create soft textured effect. The main sculptures and instruments are concentrated in the central area with criss-cross pathways, paved areas and lawns. The pathways are of rough stone finish and concrete pavers. Some areas are finished with gravel. Native grass and trees are proposed for landscaping to reduce water requirement and minimum maintenance. The adjoining covered seating area has innovative laser cut screen walls and roof for shade from sun and rain. It also provides soft diffused light.

The existing transformer is a visual eyesore, and is proposed to be covered with similar laser cut screen walls.

Land is in Charan Khad Bridge near Mayors office Dharamshala, Himachal Pradesh. Land is covered with boulders and natural vegetation. Total land available approx. 648.63 sqm. Following to be planned in the site Musical Theme park.

2.2.1 PROPOSED THEME PARK FEATURES

- Based on theme i.e. chiming musical garden
- Five to Seven distinctively themed areas under a broad overall theme
- Loop system surrounding a central point
- Retaining structure along the Khadd
- Visitors circulation plan
- Aerial perspective
- Modern Design and Elements
- Innovative Bridge Spanning Across Park and Charan Khad
- Traditional and Contemporary Musical Sculptures and Instruments
- Public Amenities
- Covered Areas
- Formal and Informal Landscaping
- Innovative Laser Cut Screen Walls
- Safety Features

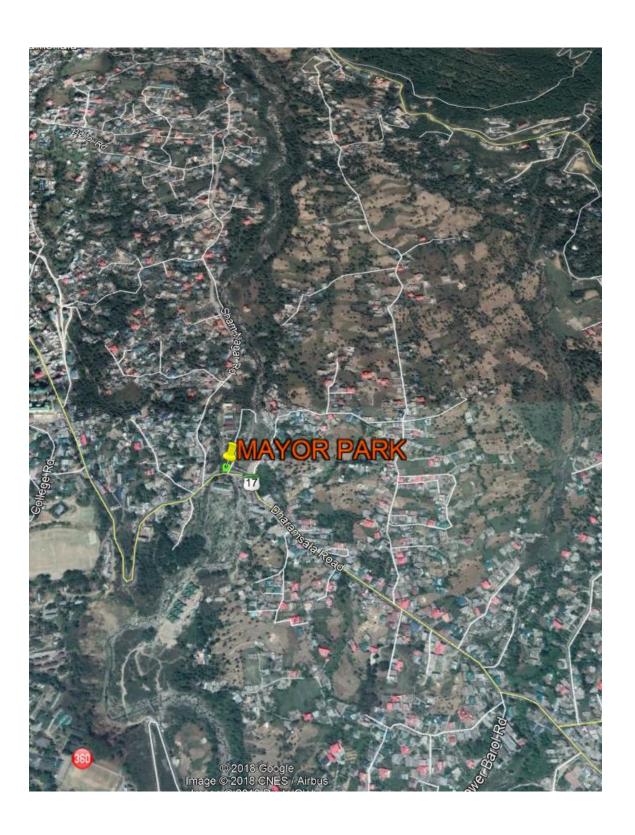
List of Drawing Ref. to Vol-2 (Park opposite to Mayor office)

- Park Layout Plan
- Old Bridge Feature
- Covered Sitting and transformer





- List of Musical equipment sculptures
- Miscellaneous Details







2.3 RETROFIT OF GANDHI PARK

This is a popular park located near to the Inter State Bus Transport (ISBT) Stand. It comprises of two small hillocks (mounds) on either side of the road leading to the ISBT. These are connected by a pedestrian bridge. It is proposed to upgrade this park which consists of 3 memorials dedicated to the stalwarts of modern India viz. Mahatma Gandhi, Jawaharlal Nehru and Lal Bahadur Shastri. The statues have been redesigned inside a weather shelter to give a sense of reverence and aura. These will also serve to provide protection to tourists from sun and intermittent rains. The roof of the same will be integrated with solar photovoltaic modules (BIPV) to provide diffuse lighting and generate electricity. The entrances to the parks have been redesigned and highlighted to create a sense of arrival and identity. Public amenities such as information kiosks, ATM's and food vending have been given appropriate space which can be leased out. The major intervention consists of redesigning the interconnecting bridge so that it becomes the formal entrance to the Smart City of Dharamshala. This will be lit up at night to create warm welcome. The park has ample level differences from which the scenic surroundings can be viewed. However most of these are looking inwards. An effort has been made to create spaces and terraces that are outward looking so that the beautiful sunrise, sunset and vistas can be admired from. The walls and flooring are sought to be made more interesting by using contemporary and varied materials, integrated lighting and artwork. The walls will have artwork, relief work and niches to create a warm and pleasant feel and will also provide employment to local artisans and artists. A screen wall is proposed behind the Jawaharlal Nehru Statue with traditional relief work. The niches will have artwork illuminated by recessed lighting. The flooring around the statues consist of pebbled concrete tiles, river finished granite and polished granite. Steps are of slate and river finished granite. The skirting of the steps would have integrated LED lighting to provide safety and warm glow at night. The abundant Deodar trees on site have a very rich texture. It is proposed that these be lit up by night using strip lighting and spot lighting to highlight them up to 10 feet high and create a warm glow which can be seen from afar. The lighting will be in the shades of saffron, white and green to represent the national flag.

The site is a located next to the Inter State Bus Transport (ISBT) Stand. It is at the intersection of Kotwali Kangra (Palampur) Road (NH 503) and the road to the bus stand. It comprises of two small hillocks (mounds) on the north and south side of the road leading to the ISBT. These are connected by a pedestrian bridge.

The area of the site is approximately 635 sqm on the south side and 500 sqm on the north side of the road. The main entry to the site are from west near the etoilets, south side and east side adjoining the main road. The site provides unrestricted view of valley and mountains on the west side. On the east side is





the busy road and a view of the Dharamshala City and distant mountains. The north end of the side is adjacent to the blank wall of a multi storeyed building. The south end entry leads to a nearby mall.

2.3.1 PROPOSED PARK FEATURES

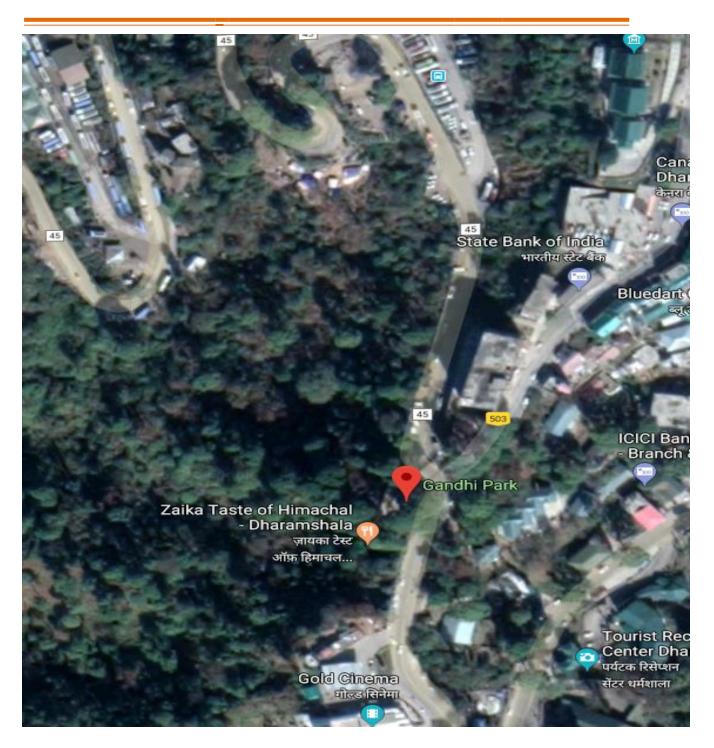
- Interactive Spaces
- Walls of as Cultural Motifs
- Bridge Upgraded to Act as Gateway to Dharamshala Smart City
- Innovative Lighting of Trees, Walls and Bridge
- Enhanced Entrances
- Public Amenities like foot courts, Binoculars on terrace etc.
- Covered Areas
- · Formal and Informal Landscaping
- Framing of Scenery
- Safety Features

List of Drawing Ref. to Vol-2 (Gandhi Park near HRTC Bus Stand)

- 3D View of Park
- Park Layout GAD/Finishes plan
- Park layout lighting plan
- Park Site wide sections
- Weather shelter details (Typical for all statue)
- Entrance to park detail (Typical for all entry)
- Miscellaneous Details







Location of Gandhi Park





2.4 WELLNESS AND YOGA THEME BASED PARK AT RAM NAGAR

The proposal is meant to provide an attractive park which gives a sense of ownership to the neighbourhood. It aims at providing multifunctional spaces that are safe, secure and sustainable. Features such as an ATM and food kiosk would be desirable to make it an attractive destination. The park itself should be accessible to all age-groups to promote interaction. Hence, design elements such as ramps and non-skid flooring are provided.

The park has appropriately allocated soft-scaped and hard paved areas which are visually integrated. Shading by trees and other elements help reduce the urban heat island effect. Native landscaping with a mix of formal and informal gardens will stimulate delight. Locally available materials, design elements and technologies are proposed to be used to make the proposed development sustainable, affordable and relevant.

The site is in a residential neighborhood which has road on 3sides (West, North and East) and a Temple on the South side. The area of the site is approximately 2370sqm. It is a contoured plot. The level difference is about 6m with highest towards North and lowest towards the South.

The view towards the north is excellent and this may be protected. The trees and shrubs around the site also add to the general beauty of the site and hence should be retained. Glare from the west and south of the site needs to be controlled

2.4.1 PROPOSED THEME PARK FEATURES

- Interactive spaces
- Public Amenities like bank atm, Food kiosk, cycle parking and Seating
- Yoga and Meditation Pavilion
- Senior Citizen area near to temple
- Flag post
- Sand Pit
- Walking Track
- Amphitheatre
- Gazebo
- Children's Play area
- Outdoor Gym Equipments





List of Drawing Ref. to Vol-2 (Ram Nagar Park)

- 3D View of Park
- Park Layout GAD Plan
- Park layout lighting plan
- Park Site wide sections
- Yoga and meditation hall plan, elevation and sections
- Entrance gate plan, elevation and sections
- Gazebo and Amphitheatre plan, elevation and sections
- Front Compound wall and internal steps detail
- Park layout soft landscaping plan



Location of Ram Nagar Park





2.5 PLACE-MAKING NEAR SP RESIDENCE

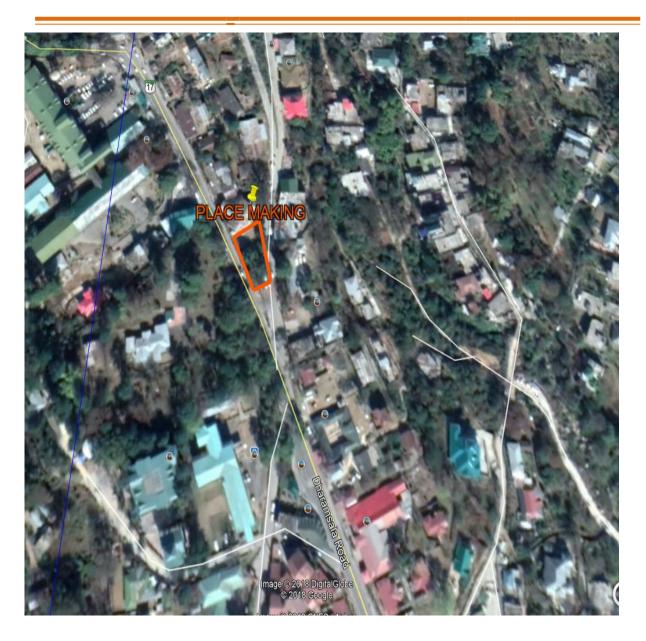
A small garden opposite the S.P.'s residence is proposed to be redeveloped. It is at the junction of the road leading to McleodGanj and the Ramnagar–Shamnagar road. The plot size is approximately 350sqm and is triangular in shape. Two sides adjoin the roads and one abuts a neighbouring plot.

Benches made of concrete, stone and wood are proposed in addition to existing. Flooring is of paver tile, gravel and natural stones (slate, Jodhpur and granite). Flower bed and lawns are provided for a soft touch.

List of Drawing Ref. to Vol-2 (Place making opp. To SP Residence)

- 3D View of Park
- Park Layout GAD Plan
- Finishes plan
- Covered sitting area-1
- Covered sitting area-2, entrance and compound wall





Location of place making opp. to SP Residence



3

RFP FOR CONSTRUCTION OF SMART PARKS PHASE 1 UNDER EPC MODE WITH OPERATION AND MAINTENANCE FOR FIVE YEARS IN DHARAMSHALA



TECHNICAL SPECIFICATIONS

3.1 Sign Board (Project Information)

The Contractor shall provide sign boards at the different site of works of approved size and designs, which provides.

- The name of the project
- The name and address of the Employer, the PMC and the contractor appointed for the project.
- The name and short description about the projects
- Commencement and completion dates
- DSCL Logo

Such signboards shall be located at places in the project coverage area as directed by the Engineer. Contractor shall take care of signboards and replace it in case of loss, damage, theft etc. The signboard may be in English / Hindi or both and as approved by the Engineer.

3.2 Sampling and Testing during Redevelopment and Landscaping

The Contractor shall be responsible to develop a quality control program as per IS Codes and to provide all necessary materials, apparatus, instruments, equipment, facilities and qualified staff for sampling, testing and quality control of the materials and the works under the Contractor. Without limiting the generality of the foregoing, the Contractor shall arrange for routine sampling, testing and reporting, as required, through a certified independent testing laboratory acceptable to the Employer.

All costs of such sampling, testing and reporting of test results will be borne by the Contractor, and the Contractor shall include sufficient provisions in his tendered rates to allow for sampling and laboratory testing under the direction of the Engineer In- Charge.

3.3 Order of Precedence, Clarifications and Interpretation

When the various specifications and codes referred to in preceding portion are at variance with these specifications and with each other, the order of precedence will be Technical specifications and Drawings.





The attention of the bidder is drawn to those clauses of these specifications and of BIS codes, which may require either clarification by Engineer, or the mutual agreement of employer and contractor. In such cases it is the responsibility of the contractor to seek clarification on any uncertainty and obtain prior approval of the Engineer during pre-bid meeting before taking up the supply/Redevelopment and Landscaping.

3.4 Submittals

3.4.1 Materials, product data and equipment schedule

All specifications, diagrams, samples, drawings and such other data shall be provided by the Contractor, in a format to be agreed with the Employer, which may be required to demonstrate compliance with the specification. This shall include but not limited to the following information:

Originals of catalogues and engineering data sheets for manufactured items; each item and option to be provided shall be clearly marked and each item not to be provided shall be deleted.

Literature to show that products provided meet the requirements for material, Redevelopment and Landscaping, operation and testing.

a. Civil works

- i. Plan showing services crossing i.e pipes, cables below paved areas.
- ii. Plan showing final location, demarcation of wall benches, furniture such as benches, lights, bins etc.
- iii. Plan showing location of water feature structure and underground sump for fountain pump rain water harvesting with capacity and filtration system specifications and underground tank if any.
- iv . Design of retaining structures if any.
- v. Detailed drawings of Kiosks / juice bar/ Gazebos / or any other structure

b. Landscape lighting

i. Plan showing circuit diagram, light fixtures, operational specifications, crossings, switch box, tap points for electrification along with technical specifications of the parks/open spaces.





ii. Plan showing all electrical works pertaining to water feature, lights, pump and filtration of the same.

c. Landscape drainage

i. Plan & L-section showing the G.L, I.L, slope, top of drain, connecting level of the branch lines etc and discharge point.

d. Landscape horticultural works

- i. Plan indicating final placement of plant material such as trees, palms, shrubs, climbers and ground cover as per site development.
- ii. Maintenance schedule to be adopted for the upkeep of the green spaces. Listing out the periodic use of insecticides, pesticides, and manure.
- iii. Detail of manpower class wise, tools and tickles, machinery made available at the site during of maintenance of horticultural works.

Information on the following items as a minimum:

- Pipes; pipe jointing systems, manhole covers and frames, chamber covers and frames etc.
- Manufacturer's installation instructions for all items.
- Certified reports for all tests and inspections designated herein, signed and sealed, showing full compliance with referenced standards.
- Maintenance requirement and procedures.
- Period of guarantee for the products.
- Operation manual

Contractor shall provide 2 sets of catalogues, performance data and list of spare parts together with the name and address of the manufacturers for all electrical and mechanical equipment provided by him and installed in the Project.

All "Warranty cards" given by the manufacturers shall be handed over to the DSCL. Completion certificate shall not be issued unless the as-built drawings are submitted as indicated above.





3.5 Approval of material

- a. Approval of all sources of material for works shall be obtained in writing from the DSCL before their use on the project.
- b. The Contractor at no extra cost will submit raw and processed samples of all materials.
- a. All materials used in the works shall conform strictly to the Tender specifications.
- b. All materials, as specified shall be used with the approval of the Engineer –In-Charge.
- c. Unless otherwise specified and expressly approved in writing by the DSCL.

3.6 Quality control on works and material

- (i) The contractor shall be responsible for the quality of the works in the entire Redevelopment and Landscaping works within contract. The contractor shall, therefore, have own independent and adequate facilities set up for ensuring same at his own cost.
- (ii) The DSCL or its representatives shall inspect the work from time to time during and after Redevelopment and Landscaping and ascertain the quality of the work tested by the Contractor's Testing and Quality Control Units or by any other agency deemed fit by him and approved by the DSCL generally as per the requirements of BIS standards. Additional tests may also be conducted where, in the opinion of the DSCL, need for such test exists.
- (iii) The contractor shall provide necessary cooperation and assistance in obtaining the samples for tests and carrying out the field tests as required by the Engineer from time to time. This may include provision of labour, attendance, assistance in packing and dispatching and any other assistance considered necessary in connection with the tests.
- (iv) Approval from the DSCL or its representative shall be obtained in respect of all items of work prior to proceeding with the next stage of Redevelopment and Landscaping. The Contractor shall submit a Request for Inspection (RFI) after the said work has been completed so as to proceed with the next stage / item of work.
- (v) The contractor shall carry out modification in procedure of work, if any, as directed by the Engineer in charge during inspection.
- (vi) For testing of samples of soil, soil mix, aggregates, manhole & pit covers / gratings etc. samples as required by standards shall be furnished by the Contractor.





(vii) All the tests as required or instructed by the DSCL / Engineer in Charge shall be carried out by Contractor at their own cost.

(viii) For cement, reinforcing steel and similar other materials where essential tests are to be carried out at the manufacturer's plants or at laboratories the cost of samples, sampling, testing and furnishing of test certificates shall be borne by the Contractor. He shall also furnish the test certificates to the DSCL. All materials shall be tested to relevant BIS codes.

(viii) Where the Engineer considers that in the interest of the control of the quality on materials or workmanship, modifications, if any, are necessary, the contractor shall carry out such modifications at no extra cost.

3.7 General Requirements

The contractor shall be verification of ground reality prior to execution of work. The contractor shall carry out validation and verify the Topographical survey of the proposed work to establish final alignment of structures. Reference bench mark will be shown at site and level value of the same will be provided to the contractor by the DSCL / Engineer for carrying out topographical survey. The contractor shall furnish updated map and level information. The revised drawings shall be used for implementation of the project.

All landscape works including civil, drainage, lighting and irrigation, pipes and fittings and appurtenance shall be laid at proper depths or to the required slopes in a neat workman like manner.

3.8 Alignment and Grade

All landscape works, civil, lighting and drainage system shall be laid to alignment and gradient shown on the drawings but subject to such modifications as shall be ordered by the DSCL / Engineer from time to time to meet the requirements of the works at site. No deviations from the lines, depths of cutting or gradients as shown on the plans and sections shall be permitted except by the express direction in writing of the DSCL / Engineer.

3.9 Site Clearance and rough grading

Before the start of the works, as per the design, the entire site shall be cleared of all bushes, shrubs, jungle and unwanted vegetation growth etc., and made clean. The rubbish/debris shall be disposed off at suitable location at their own cost. After the site is cleared, it shall be roughly graded to even out any undulations or ditches present therein

3.10 Excavation and Backfilling





3.10.1 General

The earthwork excavation in trenches and structures shall be carried out as shown in the drawings and as per specifications.

All applicable Indian Standard, unless otherwise specified herein, shall be applicable. In all cases, the latest revision of the codes shall be referred. IS 3764(1992): Code of safety for excavation work, IS 1200: Part 1(1992): Methods of measurement of building and civil engineering works: Part 1 Earthwork, IS: 2720(Part 2, 7, 8, 28&29): For method of test for compaction.

The Contractor shall be responsible for the adequate pumping, drainage and bailing out of water from the excavation. In case of failure to make such provisions or any other provisions, which may result in unsuitable sub-grade conditions, the Contractor shall replace and repair the sub-grade to the satisfaction of the DSCL / Engineer, at his own cost and responsibility. During Redevelopment and Landscaping of park all excavated good earth shall be stacked and maintained free from debris. Contractor should assess the availability of extra earth required for refilling in case of shortage in any particular reach well before quoting rates. Even in case the Contractor resorts to mechanical excavation, the Contractor should take care of proper refilling, consolidation and disposal of surplus earth.

3.10.2 Shoring and bracing (timbering), if any

The Contractor shall supply, fix and maintain necessary sheathing, shoring and bracing etc., in steel or wood, as may be required to support the sides of the excavation, to protect workmen in the trench and to prevent any trench movement which might any way injure or delay the work, change the required width of the trench, make unsafe condition for adjacent pavements, utilities, buildings or other structures above or below ground.

Sheathing, shoring and bracing shall be withdrawn and removed as the backfilling is being done, except when the Engineer may agree that such sheathing, shoring and bracing be left in place, at the Contractor's request. In any case, the Contractor shall cut off any such sheathing at least 600 mm below the surface and shall remove the cut off material from the trench. All sheathing, shoring and bracing which are left in place under the foregoing provisions shall be removed in a manner so as to not endanger the completed work or other structures, utilities or property, whether public or private.

Timbering shall be provided as per safety code for excavation works IS: 3764 (Clause5).

Timber shoring shall be close or open, depending upon the nature of soil and depth of pit or trench.

3.10.3 Back filling of trenches





The Contractor shall use selected surplus soils from excavated materials for backfilling and all fill material shall be subject to the DSCL / Engineer's approval. The excavated materials suitable for backfilling shall be stored not closer than 600 mm from the edge of the trench and shall not obstruct any public utilities or interfere with travel by local inhabitants or general public. Handling and storage of excavated materials must meet with the regulations of the Local Government Authorities. The detailed specifications for backfilling shall be IS: 3114-1994.

3.10.4 Bedding of the pipes

The trench bottom shall be even and smooth so as to provide a proper support for the pipe over its entire length, and shall be free from stones, lumps, roots and other hard objects that may injure the pipe or coating.

Laying of sand bedding for pipe lines with carefully compacted in layers not more than 15 cm thick including ramming, watering, consolidating and dressing complete for pipe bedding and surrounding as per drawing and as directed by engineer in-charge. Holes shall be dug in the bedding bottom to accommodate sockets so as to ensure continuous contact between the trench and the entire pipe barrel between socket holes.

It is also essential that the soil is sufficiently compacted to develop uniform lateral passive soil pressure. Proper bedding is required to control deflection, which is the main criterion in design of plastic pipes

3.10.5 Disposal of surplus excavated material

The excavated material which is in surplus to the requirements after backfilling shall be disposed off as directed by the Engineer in Charge at their own cost, at suitable site with all lead and lift for which no extra payment shall be made. The site is to be assessed by the Contractor and got approved by the Engineer

3.11 CIVIL WORKS

3.11.1 Materials

All materials used in the work shall be subjected to mandatory tests in accordance with relevant IS codes and as specified in specifications. Before incorporating the materials in the permanent Works, test reports shall be submitted to the E in C for seeking his permission.

3.11.2 Form work





Formwork, shuttering, centering, scaffolding etc. shall be of steel plates or plywood, lined with MS-sheets and for scaffolding steel tubular shall be used. Joints should be sufficiently tied to prevent loss of cement slurry from the concrete. All forms, shuttering shall be levelled, aligned, and thoroughly cleaned, before they are used for concreting. Formwork shall be removed after specified days of curing with the prior written permission of the DSCL /Engineer. The surface of RCC after removal of formwork / shuttering shall be smooth, even and without honeycombing or undulations

3.11.3 Bricks

The work covered under this specification pertains to procurement of best quality locally available bricks and workmanship of walls of various thickness. In strict compliance with the specifications and applicable drawings.

First class Bricks shall be best quality locally available bricks and having strength 105~Kg/Sq.cm shall be got approved by the DSCL / Engineer before incorporation in the work

3.11.4 Cement

Cement to be used in the works shall be any of the following types with the prior approval of the Engineer. These have to be procured from reputed ISO: 9000 organizations:

i Ordinary Portland cement, 53 Grade, conforming to IS: 12269. Cement conforming to IS: 8041 shall be used only for pre-cast concrete products after specific approval of the Engineer.

3.11.5 Coarse aggregates

For plain and reinforced cement concrete (PCC and RCC) works, coarse aggregate shall consist of clean, hard, strong, dense, non-porous and durable pieces of crushed stone or Kota stone or other approved inert material. They shall not consists pieces of disintegrated stones, soft, flaky, elongated particles, salt, alkali, vegetable matter or other deleterious materials in such quantities as to reduce the strength and durability of the concrete, or to attack the steel reinforcement. Coarse aggregate having positive alkali silica reaction shall not be used. All coarse aggregates shall conform to IS: 383 and tests for conformity shall be carried out as per IS: 2386(Parts I to VIII).

3.11.6 Sand/Fine Aggregates





For masonry work, sand shall conform to the requirements of IS 2116.

For plain and reinforced cement concrete (PCC and RCC) works, fine aggregate shall consist of a suitable combination of natural sand. They shall not contain dust, lumps, soft or flaky, materials, mica or other deleterious materials in such quantities as to reduce the strength and durability of the concrete, or to attack the embedded steel. Sand washing machines should be used to remove impurities from sand. Fine aggregate having positive alkali-silica reaction shall not be used. All fine aggregate shall conform to IS: 383 and test for conformity shall be carried out as per IS: 2386 (Part I to VIII). The contractor shall submit to the Engineer the entire information indicated in Appendix A of IS: 383. The fineness modulus of fine aggregate shall neither be less than 2.0 nor greater than 3.5.

3.11.7 Water

Water used for mixing and curing shall be clean and free from injurious amounts of oils, acids, alkalis, salts, sugar, organic materials or other substances that may be deleterious to concrete or steel. Potable water is generally considered satisfactory for mixing concrete.

3.11.8 Cement mortar

Cement and sand shall be mixed in specified proportions given in the Redevelopment and Landscaping Drawings. Cement shall be proportioned by volume. The unit weight of cement shall 1.44 tons per cubic meter. Sand shall be proportioned by volume taking into account due allowance for bulking. All mortar shall be mixed with a minimum quantity of water to produce desired workability consistent with maximum density of mortar. The mix shall be clean and free from injurious type of soil/acid/alkali/organic matter or deleterious substances.

The mixing shall preferably be done in a mechanical mixer operated manually or by power. Hand mixing can be resorted to as long as uniform density of the mix and its strength are assured subject to prior approval of the E in C. Hand mixing operation shall be carried out on a clean water-tight platform, where cement and sand shall be first mixed dry in the required proportion by being turned over and over, backwards and forwards several times till the mixture is of uniform colour. Thereafter, minimum quantity of water shall be added to bring the mortar to the consistency of a stiff paste. The mortar shall be mixed for at least two minutes after addition of water.

Mortar shall be mixed only in such quantity as required for immediate use. The mix which has developed initial set shall not be used. Initial set of mortar with ordinary Portland cement shall normally be considered to have taken place in 30 minutes after mixing. In case the mortar has stiffened during initial setting time because of evaporation of water, the same can be re-tempered by adding water





as frequently as needed to restore the requisite consistency, but this retampering shall not be permitted after 30 minutes. Mortar unused for more than 30 minutes shall be rejected and removed from site of work.

3.11.9 Steel

a) Reinforcement

For reinforced cement concrete (RCC) works, the reinforcement / intentioned steel as the case may be shall consist of the following grades of reinforcing bars:

All steel shall be procured from original producers, or their authorized distributors.

Only new steel shall be delivered to the site. Every bar shall be inspected before assembling on the work and defective, brittle or burnt bar shall be discarded. Cracked ends of bars shall be discarded.

Whenever specified, either in Redevelopment and Landscaping drawings or BOQ, reinforcement steel i.e. high yield strength deformed bars. Utmost care should be taken so that bars are not damaged during handling and transportation.

b) Structural steel

Unless otherwise permitted herein, all structural steel shall before fabrication comply with the required specifications as per Indian Standards. If any standard is not specified in the BOQ then materials has to be procured after getting the approval from DSCL Engineer-In-Charge.

3.11.10 Curing

Brick work shall be protected from rain by suitable covering and shall be kept constantly moist on all faces for a minimum period of seven days. Brick work carried out during the day shall be suitably marked indicating the date on which the work is done so as to keep a watch on the curing period. Top of the masonry work shall be left flooded with water at the close of the day. Watering may be done carefully so as not to disturb or wash out the Green mortar.

During hot weather, all finished or partly completed work shall be covered or wetted in such a manner as will prevent rapid drying of the brickwork. During the period of curing of brick work, it will be suitably protected from all damages. At the close of day's work or for other period of cessation, watering and curing shall have to be maintained. Should the mortar perish i.e., become dry, white or powdery, through neglect of curing, work shall be pulled down and rebuilt as directed by the Engineer. It any stains appear during watering, the same shall be removed from the face.





3.11.11 Laying of Interlocking Pavers:

All pavers shall be of approved brand and manufacturer approved by DSCL. Laying, cutting, compaction of paver blocks must be as per the best industry standards. Finished levels of the paving units shall not deviate by more than 2mm against adjacent units whilst the deviation from the design profile measured under a 3m straight edge should not exceed 10mm. The units shall form neat junctions with and prevent damage to adjacent work.

On completion the face of the units must be clear of all dust, rust and other stains, adhering mortar and other droppings. Any units from which stains cannot be removed shall be replaced at the Contractors expense and be to the approval of the Engineer in Charge.

3.12 HORTICULTURE WORKS

3.12.1 **General**

Scope: Contractor to furnish all materials labour and related items necessary to complete the work indicated on drawing and specified herein including maintenance of the premises for 60 months after completion.

3.12.2 Plant materials

- a. Plant materials shall be well formed and shaped true to type, and free from disease, insects and defects such as knots, windburn, injuries, abrasion or disfigurement.
- b. All plant materials shall be healthy, sound, and vigorous, free from disease, insect pests, or their eggs, and shall have healthy, well developed root systems.
- c. All plants shall be hardy under climatic conditions similar to those in the locality of the project.
- d. Plants supplied shall conform to the names listed on both the plan and the plant list.
- e. No plant material will be accepted if branches are damaged or broken.
- f. All material must be protected from the sun and weather until planted.
- g. Any nursery stock shall have been inspected and approved by the Engineer-In-Charge.
- h. All plants shall conform to the requirements specified in the plant list, except those plants larger than specified may be used if approved, but use of such plants shall not increase the Contract price. If the use of the larger plant is





approved, the spread of roots or ball of earth shall be increased in proportion to the size of the plant.

- i. Deliver plants with legible identification labels.
- j. The minimum acceptable size of all trees after pruning, with branches in normal positions, will confirm to the measurement specified in the Bill of Quantities unless stated otherwise. Calliper measurement will be taken at a point on the trunk 1.0 meter above natural ground. Plants that meet the specified measurement, but do not possess a normal configuration or balance of height and spread will be rejected
- k. All trees supplied will be branched as specified in the Bill of Quantities. All trees supplied must have terminal shoots.
- I. All specimen trees must have a minimum crown spread of not less than half the size of the overall height.
- m. The root system shall be conducive to successful transplantation. Where necessary, the root ball shall be preserved by support with hessian or other suitable material. On soils where retention of a good ball is not possible, the roots should be suitably protected in some other way which should not cause any damage to roots.

3.12.3 Topsoil: (Good earth) pH range 6.5 to 7.5

- a. Topsoil or good earth shall be a friable loam; typical of cultivated top soils of the locality containing at least 2%of decayed organic matter (humus). It shall be taken from a well-drained arable site.
- b. It shall be free of subsoil, stones, earth clods, sticks, roots or other objectionable extraneous matter or debris.
- c. It shall contain no toxic material. No topsoil shall be delivered in a muddy condition.

3.12.4 Fertilizer

- a. Dry farm yard manure shall be used
- b. It shall be free from extraneous matter, harmful bacteria insects or chemicals.

3.12.5 Condition

- a. Trees and shrubs shall be substantially free from pests and diseases, and shall be materially undamaged.
- b. Torn or lacerated roots shall be pruned before dispatch.





c. No roots shall be subjected to adverse conditions, such as prolonged exposure to adverse conditions, such as prolonged exposure to drying winds or subjection to water-logging, between lifting and delivery.

3.12.6 Supply and substitution:

Upon submission of evidence that certain materials including plant materials are not available at time. Of contract, the contractor shall be permitted to substitute other material and plants, with an equidistant adjustment of price. All substitutions shall be subject to the approval of the Engineer-In-Charge

3.12.7 Packaging:

Packaging shall be adequate for the protection of the plants and such as to avoid heating or drying out.

Marking: Each specimen of tree and shrub, or each bundle, shall be legibly labeled with the following particulars:	
☐ Its name	
\square The name of the supplier.	
\square The date of dispatch from the nursery.	

3.12.8 Execution

Fine Grading

- a) The nominated Landscape contractor will adjust with screened soil as necessary. Grades will be smooth and even on a uniform plane without abrupt changes or pockets and slope it away from the buildings.
- b) The nominated Landscape Contractor will verify the surface drainage of planting areas and notify the Engineer-In-Charge of any discrepancies, obstructions or other conditions considered detrimental to proper execution of the work and plant growth.
- c) Landscape work will be tied to the existing condition such as existing trees, palms, landscape features, utility lines, pavement curbs, etc. Finished grade will bear proper relationship to such control.
- d) The nominated Landscape Contractor will adjust all works as necessary to meet the conditions and fulfil the intention of the Drawings.

3.12.9 Shrub Planting in Planters and Beds

All areas to be planted with shrubs shall be excavated, trenched to a depth of 600mm, refilling the excavated earth after breaking clods and mixing with manure in the ratio 8:1 (8 parts of stacked volume of earth after reduction by 20%: 1 part of stacked volume of manure after reduction by 8%).





For planting shrubs and ground cover shrubs in planters, good earth shall be mixed with manure in proportion as above and filled in planters.

Tall shrubs may need staking: which shall be provided if approved by the Engineer-In-Charge, depending upon the conditions of individual plant specimen.

Positions of shrubs to be planted should be marked out in accordance with the planting Plan. When shrubs are set out, precautions should be taken to prevent root drying. Planting holes 60cm dia. and 60cm deep should be excavated for longer shrubs.

Polythene and other non- perishable containers should be removed and any badly damaged roots carefully pruned.

The shrubs should then be set in holes so that the soil level, after settlement, will be at the original soil mark on the stem of the shrub.

The hole should be back-filled to half its depth and firmed by treading. The remainder of the soil can then be returned and again firmed by treading.

3.12.10 Grassing (must be local/indigenous to the region)

Preparation: The soil shall be ploughed and trenched (3 times) up to 45 cm depth and any hard substances including stones, old masonry, etc. shall be removed.

- i. All roots and other corms of vegetation shall be removed.
- ii. During period prior to planting the ground shall be maintained free from weeds.
- iii. Grading and final levelling of the lawn shall be completed at least three weeks prior to the actual sowing.
- iv. Regular watering shall be continued until sowing by dividing the lawn area into portions of approx. 5mts square by constructing small bunds to retain water. These "bunds" shall be levelled just prior to sowing of grass plants.
- v. At the time of actual planting of grass, it shall be ensured that the soil has completely settled.
- vi. As soon as the grass is approximately 3cm high it shall be rolled with a light wooden roller in fine, dry weather and when it has grown to 5 to 8cms above ground, weeds must be removed and regular cutting with the scythe and rolling must be begun.
- vii. The contractor is to exercise care in the use of rotary cultivator and mowing machines to reduce to a minimum the hazards of flying stones and brickbats. All rotary mowing machines are to be fitted with safety guards.





viii. Rolling: Lawn mower with roller shall be used periodically, taking care that the lawn is not too wet and sodden.

- ix. Edgings: These shall be kept neat and must be cut regularly with the edging shears.
- x. Watering: Water shall be applied at least once in three days during dry weather. Water whenever done should be through and should wet the soil at least up to a depth of 20cms.
- xi. Weeding: Prior to regular mowing the contractor shall carefully remove rank and unsightly weeds.

3.13 CHILDREN PLAY/ OUTDOOR GYM EQUIPMENT

Specifications of Materials, Upright posts, post caps, base plates, clamps, couplings, materials, pit information, painting process, inspection, packing must be as per manufacturer's specification. All welding joints of pipe are robotic welded with joints scalloped as necessary and dressed off removing sharp edges and burrs. Zinc primer paint to be applied at all welding points prior to finishing. The equipment to be fixed on ground with concrete of minimum strength M25 and J shaped welded bolts and once the concrete is set, fix the equipment on to it and cover nuts and bolts with the base plate cover, all complete as per direction and approval of Engineer-in-Charge regarding material, shape of equipment, colour on metal, seat and base cover plate and fixing of equipment etc.

3.14 LIGHTING

Detailed specifications for lighting must follow the specifications in the drawing / technical specifications and manufacturer's specification.





4 General Conditions of Contract (GCC)

4.1 Scope of Work

4.1.1 Broad Scope of work

This Contract is for the execution of the Works by the Contractor for DSCL, as per the Scope of works and Technical Specification as set out in Section 2 and in accordance with the terms and conditions of this Contract. The Contractor shall, during the term of this Contract, execute the Works and any other work, as may be required to fulfill its obligations under this Contract.

4.1.2 Existing Utilities and roads

Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with approval of DSCL and the controlling body of that road, right of way or utility.

4.1.3 Shifting of Obstructing Utilities

The Contractor shall, in accordance with Applicable Laws cause shifting of utility (including electric lines, water pipes and telephone cables) to an approved location or alignment. The DSCL shall assist the Contractor in obtaining the Applicable Permits for the same. The actual cost of such shifting as approved and communicated by the entity owning the utility (IP&H/HPSEB/BSNL/any other) shall be borne by the Contractor and reimbursed by DSCL to the Contractor.

4.1.4 Felling of Trees

No trees are expected to be felled for this project.

The DSCL shall facilitate the Contractor in obtaining the Applicable Permits for felling of trees if such trees cause a Material Adverse Effect on the construction of the Work' as per applicable laws of MoEF&CC. The Parties here to agree that the felled trees shall be deemed to be owned by the DSCL and shall be disposed in such manner and subject to such conditions as the DSCL may in its sole discretion deem appropriate.





4.1.5 Drawings

Tender drawings are based on preliminary survey. Contractor has to carry out topographic survey jointly with DSCL & based on survey data Contractor shall prepare location specific plan and Cross sections @ 10 mtr intervals or as per site requirement along with detailing of existing above ground utilities & get the same approved from Employer/Engineer before commencement of work on site.

Within 15 days from the Commencement Date the Contractor shall start submitting drawings, construction documents, etc., for review and approval by the Employer / Engineer which shall be reviewed/approved within 7days of receipt.

The intellectual property rights in respect of drawing and all that is relevant to the concept of rights shall be vested in DSCL.

4.1.6 Quality Assurance

a. Inspection

The DSCL/PMC and its authorised representative shall at all reasonable times:

- 1) have full access to all parts of the Site and to all Places from which natural Materials are being obtained for use in work; and
- 2) During production, manufacture and construction at the Site and at the Place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

The Contractor shall give the DSCL/PMC and its authorised agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

b. Samples

The Contractor shall submit the samples of Materials and relevant information to the DSCL/PMC for pre-construction review:

- 1) manufacturer's test reports
- 2) standard samples of manufactured Materials
- 3) samples of such other Materials as the DSCL/PMC may require
- 4) Test reports as per prescribed frequency in specifications





c. Quality Control, Tests and Inspection

- 1. For determining that work conform to the Specifications and Standards, the Engineer shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in Specifications, and in accordance with Good Industry Practice for quality assurance.
- 2. During course of the execution if any other laboratory is approved by DSCL for third party testing, the contractor can send the material to that laboratory also.
- 3. In the event that results of any tests conducted establish any Defects or deficiencies in work, the Contractor shall carry out remedial measures and furnish a report to the Engineer in this behalf. The Engineer shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought work into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards.
- 4. Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.
- 5. After completion of all tests as per specifications, the whole work will be subject to a final inspection to ensure that work has been completed as per requirement. If any defects noticed in the work are attributable to Contractor these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the Engineer / DSCL. The DSCL shall have the right to have these defects rectified at the risk and cost of the Contractor, if he fails to attend to these defects immediately.

4.1.7 Safety & Environment

a. PRECAUTIONS TO AVOID ANY NUISANCE TO THE NEIGHBORHOOD / SURROUNDING

All necessary precautions to be taken during the implementation of the project (either during day or night), to avoid any nuisance or any harm to the neighborhood/surrounding areas of proposed construction site (by the contractor).

No complaint should be arise by the neighborhood /society dwellers, during the development work by contractor or any of the persons directly or indirectly related to the site work.

In case of any such conditions the contractor shall be fully responsible for the consequences & settlement.

b. Works at night





Subject to any provisions to the contrary contained in the contract, no work shall be carried out after day hours without the prior permission of the Engineer-in-charge except when the work is unavoidable circumstances, absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Engineer-in-charge or his representative, provided always that the provision of this clause shall not be applicable in the case of any work which it is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention to work at night to the Engineer-in-charge after making all requisite arrangements and management of areas, materials and equipment's, required under any emergency etc.

The contractor can carry on work after office hours, if so required, subject to provide undertaking in writing, for expediting the progress on the works or for any other reasons of technical safety.

Whenever any work is required to be carried out at night in the interest of structural safety or any other reason with authorized to supervise, adequate lighting and other arrangement shall be made in advance by the contractor for proper execution and supervision of such work.

The contractor shall not be however entitled to claim any extra payments for night work. The responsibilities of all kind shall be of contractor.

c. OPPORTUNITIES AND FACILITIES FOR OTHER CONTRACTORS AGENCIES Etc.

The Contractor shall, in accordance with the requirements of the Engineer's Representative afford all reasonable opportunities to any other Contractors employed by the Employer for carrying out their work and to their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works.

d. Plant, Machinery & Job facility Area

The contractor will have to make his own arrangement for storage of materials, plants, equipment's, machineries to be used in the execution of this work well in time after award of the contract, at his own cost.

The land for facilitating the works shall be arranged by the contractor and maintained and re-instated after the implementation as per Environment mitigation norms.





The contractor shall allow the DSCL/Engineer or any person authorized by the Engineer to access the site or any place where work in connection with the contract is being carried out or intended to be carried out or to any place where materials or plant are being manufactured / fabricated/ assembled for the works.

e. Environmental safeguards

The Contractor shall take action of following points and note the stipulations as under as regards environmental safeguards as stipulated by the Ministry of Environment, Forests and Climate Change.

f. Additional Conditions

Following additional conditions shall be binding on contractor during execution of work.

Any damage caused to either private or public property, services, structures etc. shall be made good by Contractor without any extra cost to the employer

Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents take Place.

4.2 Payment Terms

4.2.1 Monthly Payment Certificates

a. The Contract Price:

DSCL hereby agrees to pay to the Contractor for satisfactory discharge of its obligations under this Contract, a lump sum amount of INR awarded as per the terms and conditions of the contract. The Contract Price shall be the full and complete payment for the Contractor's performance of the obligations under this Contract and includes all costs necessary for execution of the Works. For avoidance of doubt, the parties expressly agree that the Contract Price shall not include the cost of Maintenance which shall be paid separately in accordance with the provision of Clause 3.2.8

The Contract Price shall be paid in accordance with and in the manner provided in Annexure 3.2 of this RFP. The contract Price shall not be adjusted for any change in costs except as stated in Cl.3.2.6.

The Contract Price shall be inclusive of all taxes, GST and levies under applicable laws. For the avoidance of doubt, all the taxes and duties levied by the state government/ central government/ local bodies at the





prevailing rates applicable on the date of Letter of Award shall be fully borne by the Contractor and shall not be reimbursed to it by DSCL on any account.

Any payment of the Contract Price or part thereof, made by DSCL, shall not be deemed to constitute acceptance by DSCL of the Works or any part(s) thereof and shall not relieve the Contractor of any of its obligations under this Contract.

b. Stage Payment Statement

The Contractor shall submit the Stage Payment Statement for each month on or before the 7th day of the following month for all completed stages of works executed during the month in accordance with the proportion of the Contract Price assigned to each stage of work in each Park in the proportions assigned in the Schedule of Contract Price Weightages in Annexure 3.2 and any other Item of Work which has been approved as a change of Scope by DSCL. The Contractor shall base its claim for interim payment for the stages completed till the end of the month for which the payment is claimed, supported with necessary particulars and documents.

The Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, and shall issue the Interim payment Certificate within 15 (fifteen) days from the presentation of the monthly statement.

The amount to be quoted by the contractor is for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be de-watered by the contractor himself at his expense, if that should be found necessary. The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work. No separate payment will be entertained for this purpose. All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payment is admissible.

The Contractor shall not be entitled to compensation to the extent that the Authority's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Authority

c. Payment to the contractor on Interim Payment certificates

Payment shall be made no later than 30 (thirty) days from the date of certification of the Interim Payment Statement by the Engineer subject to the submission being not required to be referred back to contractor for corrections.

DSCL shall deduct payments against statutory deductions such as TDS,





GST/VAT, Cess etc. as per rules in force from time to time

d. Payment intermediate to monthly certificates

No payment shall be made for any Works, intermediate to the monthly payments certificates.

e. Right to Withhold

The Engineer may refuse to approve any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the Engineer to protect him from loss because :

- a) The Work is defective,
- b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims,
- c)of the Contractor's failure to make payment properly to subcontractor or for labor, materials or equipment,
- d) of damage to another Contractor, or to the property of others caused by the Contractor,
- e) of reasonable doubt that the Work cannot be completed for the unpaid balance of the Contract Price,
- f) of reasonable indication that the Work will not be completed within the Contract Period,
- g) of the Contractor's neglect or unsatisfactory prosecution of the Work including failure to clean up.
- h) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute

Once the reasons that enable or require the Engineer to withhold such payments are removed, payment will be made for amounts withheld due to such reasons to the extent the Contractor is entitled to.

f. Correction of Interim Payment Certificates

The Engineer may by an Interim Payment Certificate make any correction or modification of any previous Interim Payment Certificate issued.

g. Overpayment & Post payment Audit

- The DSCL further reserves the right to enforce recovery of any over payment when detected
- ii. Whenever any claim for the payment of a sum to the DSCL arises out of or under this Contract against the contractor the same may be deducted from any sum then due or which at any time thereafter may





become due to the contractor under this contract and failing that under any other contract with the DSCL or from any sum due to the contractor with DSCL, or from his retention money, or he shall pay the claim on demand.

- iii. The DSCL reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.
- iv. If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the DSCL from the contractor by way of all the means prescribed above.

h. Royalty charges

- i. The contractor hereby agree to pay royalty charges as per the prevailing rates at the time of procurement on consumed minerals in this work like rubble, metal, sand, moorum etc. to revenue department, Govt. of Himachal Pradesh and hereby agree to produce receipts of payments of such royalty charges or N.O.C. from concerned revenue department to DSCL.
- ii. The contractor agree that if the evidence for payment of royalty charges for this work is not produced by us, then DSCL reserves the right to deduct from any money which is due to the contractor and pay the necessary royalty charges and penalty if any, to the appropriate Authorities, if said authority is asked to recover Royalty Charges.
- iii. In case the receipts of payments of such royalty charges or no-objection certificate from concerned revenue department is not produced by the Contractor, DSCL reserves the right to deduct from any money which is due to the Contractor on account of royalty charges and penalty if any, to the appropriate authorities, if said authority asks DSCL to recover Royalty Charges or otherwise.

4.2.2 Price Adjustment

Price adjustment is not applicable in this contract/RFP.

4.2.3 Advance Payments and recovery

a) 10 % advance payment for mobilization shall be made within 15 days of signing the contract against an unconditional and irrevocable bank guarantee equal to the amount of advance.





- b) The advance amount shall be interest free and shall be recovered at 20% of the certified amount of subsequent payment certificates.
- c) The advance guarantee shall be valid for the construction period initially which shall be extended until the full recovery / repayment.
- d) The advance guarantee will be returned on full recovery of the advance amount.

4.2.4 Release of Payments

- a) Payments shall be made by the DSCL within 30 (Thirty) days of receipt of the Interim Payment certificates issued by the Engineer on satisfactory quality inspection and verification by the AUTHORITY's Official on the conformity on the Goods/ Products/ Services/ Solutions supplied as per the agreed specifications.
- b) The DSCL shall, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate within 60 (Sixty) days of receipt of the same and in that event no further amount shall ever become due and payable to the contractor in respect of this contract save and except as indicated in the final payment certificate.
- c) Payment shall be made in Indian Rupees by RTGS/ NEFT on Bank in the name of the Contractor.
- d) All remittance charges shall be borne by the Contractor.
- e) Any liquidated damages, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments.
- f) Indirect taxes and levies and any statutory deductions as applicable, shall be deducted as per the prevalent rules and regulations.

4.2.5 Retention

- a) Recovery of Retention Money will commence from the first Interim Payment Certificate (IPC) onwards @ 7% of value of work done from each Interim Payment Certificate limiting to 5% of the Contract Amount.
- b) Retention money will be refunded on successful completion of the Defects Liability period.
- c) Performance security will be refunded not later than 180 days from the date of issue of Completion Certificate.

4.2.6 Change of Scope (Variations)

4.2.6.1 Procedure for change of Scope

The Authority may, require the Contractor to make modifications/alterations to the construction works before the issue of the completion certificate either by





giving an instruction or by requesting the contractor to submit a proposal for change of scope involving additional cost or reduction in cost. Any such change of scope shall be made and valued in accordance with the provisions of this contract and the contractor, in that event, will have no further claim on the ground that had it been known / disclosed earlier he would have made such charges in other connected work in their design, construction which would have saved him some cost and given him other consequential benefits.

Change in scope may include;

- (a) change in specifications of any item of works
- (b) omission/ deletion of any item of work from the scope of work
- (c) any additional work (such as addition of extra plinth area) which are not included in the scope of work

In the event of the Authority determining that a change of scope is necessary, it shall issue notice to the contractor specifying in reasonable detail the works contemplated there under ("Change in scope notice")

Upon receipt of change in scope notice, the contractor shall with due diligence, provide to the Authority within seven days' time such information as is necessary together with documentation in support of;

- (a) the impact, of any, which the change in scope is likely to have on the completion of the work
- (b) the options for implementing the proposed change of scope and the effect, if any, each on the cost and time thereof including the following details;
- (i) break down of quantities, unit rates and cost for different items of work
- (ii) proposed design for the change of scope
- (iii) proposed modifications, if any, to the construction period with updated work programmes (all Variations shall be included in updated Programmes produced by the Contractor).

4.2.6.2 Change of Scope cost

- a) The Authority shall assess the change in scope proposal and Contractor's quotation for the same and upon reaching an agreement, the Authority shall issue the Change Scope Order requiring the contractor to proceed with the performance thereof.
- b) If the Contractor's quotation is unreasonable, the Authority may order the Variation and make a change to the Contract Price which shall be based on Authority's own forecast of the effects of the variation on the Contractor's cost.





- c) If any item of work is not required to be executed or the quantity is less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
 - d) The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning

4.2.6.3 Total Variation Cost

The total value of all change of scope of work shall not exceed 10% of total contract price for the construction work.

4.2.7 Final Account

- a. The Contractor shall supply to the Authority a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Authority shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete.
- b. If it is not, the Authority shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. The Contractor shall resubmit the Final Account duly corrected. If the Final Account is still unsatisfactory after it has been resubmitted, the Authority shall decide on the amount payable to the Contractor and issue a payment certificate, within 30 days of receiving the Contractor's revised account.

4.2.8 Payment for Operation and Maintenance

The Authority shall pay the selected contractor 9% of the Contract Price towards maintenance of the project for total maintenance period of 5 years including Defect Liability period of one year, as per the approved maintenance plan.

The contractor shall pay the cost of services such as Electricity, water, etc., to the respective departments during the construction and the maintenance period including connection charges.

The detailed break up of year-wise payment towards maintenance of the project is described in payment schedule given in Annexure 3.2.

4.3 Liability and Indemnity and Confidentiality

4.3.1 Liability and Indemnity





- c. The Contractor will indemnify, defend, save and hold harmless the DSCL and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "DSCL Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the DSCL Indemnified Persons.
- d. The Contractor shall fully indemnify, hold harmless and defend the DSCL and the DSCL Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
 - i. failure of the Contractor to comply with Applicable Laws and Applicable Permits;
 - ii. payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
 - iii. non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.
 - iv. The Contractor shall fully indemnify, hold harmless and defend the DSCL Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the DSCL Indemnified Persons may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary confidentiality rights with respect to any materials, information or process used by the Contractor or by the Sub-contractors in performing the Contractor's obligations or in any way incorporated in or related to the Project.
 - v. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.
 - vi. If, in any such suit, action, claim or proceedings, the Work, or any part thereof or comprised therein, is held to constitute an





infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the DSCL a license, at no cost to the DSCL, authorizing continued use of the infringing work.

vii. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing

4.3.2 Confidentiality

- a) AUTHORITY and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract except information available on public domain.
- b) The Successful Bidder shall not use the documents, data, and other information received from AUTHORITY for any purpose other than the services required for the performance of the Contract.

4.4 Labour Laws and Welfare

4.4.1. Labour Laws to be complied by the Contractor

- a. Notwithstanding any provision as may find here below, Contractor without an exception and limitation shall be liable for complete adherence and responsibilities arising out of all the labour laws as may be in force or as may become effective from time to time. The contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
- b. The contractor shall ensure the registration of all eligible workers (inclusive of those of subcontractors and petty contractors) with construction workers welfare board.





- c. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work.
- d. No labour below the age of fourteen years shall be employed on the work.

4.4.2. Payment of Wages

- a. The contractor shall pay to the labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- b. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- c. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wages period, deductions from wages recovery of wages not paid and deductions un-authorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- d. The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- e. Under the provision of Minimum Wages (Central) Rules 1950, or statutory modification thereof, the contractor is bound to allow to the labors directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labors





and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in- Charge concerned.

- f. The contractor shall comply with the provisions of the following
 - i. Payment of Wages Act, 1936.,
 - ii. Minimum Wages Act, 1948,
 - iii. Employees Liability Act, 1938,
 - iv. Workmen's Compensation Act,1923, Industrial Disputes Act,1947
 - v. Maternity Benefits the modifications thereof
 - vi. or any other laws relating thereto and the rules made there under from time to time.
- g. The contractor shall indemnify and keep indemnified DSCL against payment to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulation without prejudice to his right to claim indemnify from his sub-contractors.
- h. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract

4.5 Force Majeure

- a) The Contractor shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of AUTHORITY in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes and natural calamities.
- c) If a Force Majeure situation arises, the Contractor shall promptly notify AUTHORITY in writing of such condition and the cause thereof. Unless otherwise directed by AUTHORITY in writing, the Contractor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.6 Settlement of Disputes





1. Amicable settlement:

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 (thirty) days after the receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of that party, clause GCC 3.6 (2) shall become applicable.

2. Arbitration:

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between AUTHORITY and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation Act, 1996(as amended up to date). Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the AUTHORITY and the Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed as per law. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- b) Arbitration proceedings shall be held in Dharamshala, Himachal Pradesh, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by AUTHORITY and the Contractor. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.





4.7 Time of Completion

4.7.1 Construction and Operation & Maintenance Period

Time is the essence of the contract hence the agency needs to complete all work within 12 Months (twelve Months) after successfully signing of contract agreement with DSCL. The Contractor shall request the Authority to issue a Certificate of Completion of the Works and the Authority will do so upon deciding that the Work is completed. The selected bidder shall maintain the project for a period of 5 (Five) years including defect liability period of 1 (One) year from the date of receipt of construction completion certificate from the Authority..

4.7.2 Certificate of Completion

When the whole of the work has been completed and has satisfactorily passed any final test that may be prescribed by the Contract, the contractor may give a notice to that effect to the Authority accompanied by an undertaking to carry out any rectification work during the defect liability period (i.e. 12 months from the actual date of completion of work in all respects), such notice and undertaking shall be in writing and shall be deemed to be request by the contractor for the Authority to issue a Certificate of completion in respect of the Works. The Authority shall, within 21 (twenty one) days of the date of delivery of such notice either issue to the contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the contractor specifying all the works which, in the Authority's opinion, required to be done by the contractor before the issue of such Certificate. The Authority shall also notify the contractor of any defects in the works affecting completion that may appear after such instructions and before completion of the works specified there in. The contractor shall be entitled to receive such Certificate of the Completion within twenty one days of completion to the satisfaction of the Authority of the works so specified and making good of any defects so notified

4.7.3 Construction Programme

The Contractor shall submit a detailed construction programme/schedule in MS project software for the project implementation within 30 days of issuance of Letter of Award, with respect to each location. The Programme shall be in the order in which he intends to carry out the work including the anticipated timing of procurement, deployment of resources and quantities involved. The Programme will be projected as Bar Chart presentation and S-curve with cash flow.

Contractor shall promptly give notice of probable future events or circumstance which may adversely affect the work. If at any time actual progress is too slow to achieve target Programme and/or progress has fallen behind the current





Programme then the Engineer may instruct the contractor to submit revised Programme with plan to mitigate time.

4.7.4 Progress Reports

Monthly progress reports shall be submitted in two copies to the Authority showing the work executed against the schedule during the construction period of the project. The reports shall contain the following but not limited to these.

- a) The Executive summary
- b) Programme reflecting the progress
- c) Location wise status of work with impediments if any
- d) S-Curve
- e) Deployment of Contractor's Staff
- f) Deployment of Machinery
- g) Weather Chart
- h) Photographs showing the progress
- i) Any other

The reports shall be submitted on or before the 5th day of the following month.

The Contractor shall also provide complete videography of the Site before the commencement of the Work and on completion for each location.

4.7.5 Extension of Time

- a. The work shall have to be completed within originally stipulated period as indicated in the contract. Time is essence of contract and failure to adhere to the time of completion shall attract liability for the contractor to pay Liquidated Damages as specified in Cl.3.10.
- b. However, it has been agreed between the parties that in event of any variation or change taking Place affecting the time of completion, time adjustment shall be made by DSCL for which no additional cost will be payable. Such time extension shall ordinarily be for exceptionally adverse climatic conditions, enforceable shortage in availability of materials or any delay, impediment or prevention caused by or attributable to the DSCL.
- c. If the contractor shall desire an extensions of time for completions of work on the ground of his having been "UNAVOIDABLY" hindered or on compensation event(s) or on any other ground(s), he must apply giving all and complete details of such hindrances and/or compensation event(s) and/or other cause(s) in writing, to the DSCL with copy to the Engineer, positively within 15 (Fifteen) days of





occurrence of such hindrance(s)/compensation event(s)/other cause(s) and seek specific extension of time (period from...... to............).

- d. Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has "Waived" his right if any to claim extension of time for such cause of hindrance
- e. If at any time during performance of the Contract, the Contractor encounters condition impeding timely delivery of the Services, the Contractor shall promptly notify AUTHORITY in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, DSCL shall evaluate the situation and may at its discretion extend the time for performance in writing.
- f. Delay by the Contractor in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids in DSCL and penalty levied as per Cl.3.10.1 unless an extension of time is agreed mutually.

4.7.6 Defect Liability Period

The initial period of 1 (One) year after physical completion of work on which a completion certificate shall be treated as Defect Liability Period (DLP). The contractor shall be responsible for all the defects except usual wear and tear of this project for the period of One year from the date of issue of Completion certificate

During this period, Authority, who decides whether they are defects or whether they are in fact maintenance issues, reports any defects that arise to the contractor, then the contractor shall make them good within a reasonable time.

The Contractor shall promptly rectify all defects pointed out by the Authority well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.

If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Authority, within the time specified by the Authority, the Authority will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

The contractor shall bear the cost of all spares, repairs etc. during Defect Liability Period. Not only this, in case if any machinery is irreparable the contractor shall replace the same during Defect Liability Period at his own cost.





If any manufacturing defects / Poor workmanship are found during the

Defect Liability Period (DLP), then the contractor shall be liable for repair/replacement of the same at his own cost.

All works shall be carried out as per details and specification of the items and as per the codal provisions and guidelines and standard practices to the satisfaction of Authority and finding of any inferior work within defect liability period shall be repaired or compensated by the contractor on his risk and cost.

4.8 Termination of Contract

4.8.1 Termination

- 1. AUTHORITY may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) to (10) of this GCC Clause 3.8. In such an occurrence, AUTHORITY shall give not less than 30 (thirty) days' written notice of termination to the Contractor.
- 2. If the Contractor does not remedy a failure in the performance of its obligations under the Contract, within 15 (fifteen) days after being notified or within any further period as AUTHORITY may have subsequently approved in writing.
- 3. If the Contractor becomes insolvent or goes into liquidation, or receiver is appointed whether compulsory or voluntary.
- 4. If, in the judgment of AUTHORITY, the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 5. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days.
- 6. If the Contractor submits to the AUTHORITY a false statement which has a material effect on the rights, obligations or interests of AUTHORITY.
- 7. If the Contractor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to AUTHORITY.
- 8. If the Contractor fails to provide the quality services as envisaged under this Contract, AUTHORITY may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. AUTHORITY may decide to give one chance to the Successful Bidder to improve the quality of the services.





- 9. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings.
- 10. If AUTHORITY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 11. In the event AUTHORITY terminates the Contract in whole or in part, pursuant to this GCC Clause 3.8, AUTHORITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Contractor shall be liable to AUTHORITY for any additional costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

4.8.2 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 3.8, the AUTHORITY shall make the following payments to the Contractor:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1), (2), (3), (4), (5), (6), (7), (8) and (9), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, the AUTHORITY may consider making a payment for the part satisfactorily performed on the basis of *quantum meruit* as assessed by it, if such part is of economic utility to the AUTHORITY. The AUTHORITY may also impose liquidated damages as per the terms of this RFP. The Contractor will be required to pay any such liquidated damages to AUTHORITY within 30 (thirty) days of termination date.

4.9 Liquidated Damages

- c) If contractor fails to comply with time for completion the contractor being given notice to make good the time fails to do so to the satisfaction of Engineer he shall be liable to pay LD/Delay Damages for the default.
- d) In case of failure to complete the work/ supply in time the penalty shall be levied at the rates given in the Special Conditions of Contract subject to maximum of 10% of the Total project cost.
- e) If the total Penalty exceeds beyond 10%, it would be considered as nonconformance to the quality of Services and may lead to termination of the Contract and AUTHORITY may on their sole discretion terminate the





contract. These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.

- f) These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.
- g) DSCL will deduct amount of liquidated damages from due payments to contractor.
- h) The penalty defined as per this RFP will be deducted on weekly basis on not completing the work within stipulated contract period or extension of time granted by Employer for reasons other than contractor's fault.
- i) The Liquidated damages shall be released without interest or charges if contractor achieves the Milestone on or before completion of approved time limit including extension of time limit, if approved.
- j) If, before the Time of Completion of the whole of the Works or, if applicable, any section, a Taking Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or section, as applicable. The provisions of this Sub-clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

4.10 Other Conditions

4.10.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

The Contractor should comply with all applicable laws and rules of Government of India/ Government of Himachal Pradesh/Municipal Corporation Dharamshala/ Dharamshala Smart City Limited.

Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent





that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

4.10.2 Employment rights

The support executive(s)/ supervisor(s)/ staffs deployed by the Contractor shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.

4.10.3 Employer's right to alter

MD CUM CEO, DHARAMSHALA SMART CITY LIMITED reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

4.11 Risk Purchase

In case the Contractor fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the MD CUM CEO, DHARAMSHALA SMART CITY LIMITED reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Contractor.





5 SPECIAL CONDITIONS OF CONTRACT

5.1 GENERAL INSTRUCTIONS

The following general instructions are not exclusive and the same are issued for general guidance of the bidder and shall in no way constitute any promise or Covenant on part of Dharamshala Smart City Limited but shall be binding obligations for all intents and purposes, the same are included in the Bid

5.2 SITE RESPONSIBILITY CHART

The Contractor shall submit, within 15 days after the Date of Commencement of the Contract, a site responsibility chart to show the functions and responsibilities of various personnel from the Manager to the workmen responsible for executing the Works, as well as their functions and responsibilities.

5.3 SETTING OUT AND EXISTING LEVELS

The Contractor shall take levels and set out for the whole of the Works. DSCL will provide the drawings as enclosed in Volume -2 of the RFP which has to be read in conjunction of this RFP. The information on existing levels as shown on the Drawings is provided in good faith for the general guidance of the Contractor. The Contractor is to note that accuracy of information shown on the Drawings is not guaranteed. The Contractor shall visit the site and carry out field surveys if he considers it necessary to ascertain the full extent of the Works. Within one week after the commencement of the Works, the Contractor shall submit to the Authority for his verification and endorsement, records of levels of the existing site condition. Similarly, the Contractor shall submit the asconstructed levels of the site to the Authority upon completion of the Works. Such records shall be certified and endorsed by a Registered Surveyor engaged by the Contractor at his own cost.

5.4 DESIGN OF WORKS

The Contractor shall carry out, and be responsible for the design of the Works, including any site surveys, subsoil investigations as required, materials testing, and all other things necessary for proper planning and design. Within 15 days from Award of work, the Contractor shall start submitting drawings, construction documents, etc., for review and approval by the Authority's Representative. The Contractor will be fully responsible for ensuring that its designs, drawings, and construction documents satisfy all requirements for constructing Works that are complete and fully functional in all respects.





The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept at the Site and two sets of such records shall be submitted to Authority. In addition, the Contractor shall supply to the Authority as-built drawings of the Works, showing all Works as executed.

5.4.1 Design Obligation of the Contractor

- The Contractor shall carry out, and be responsible for the design of the Works. Design shall be prepared by the qualified designers who are engineers or other professionals who have necessary experience and capability.
- II. The Contractor warrants that he, his designers have the experience and capability necessary for the design. The Contractor undertakes that designer shall be available to attend discussions with the Authority and Other Consultants at all reasonable times, until the expiry of Defects Liability Period.
- III. If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's design, drawings and other related documents, then the same and the works shall be corrected at the Contractor's cost, notwithstanding any consent or approval given by Authority under the Contract.

5.4.2 Power Supply

The contractor shall make his own arrangements for obtaining power from the power distribution company at his own cost for execution of the work and for his establishments at work site.

The contractor shall pay the bills for the cost of power consumed by him during construction and Defect liability period.

During Operation and Maintenance period the electricity bills will be paid by contractor which is deemed to be included in the contract price/maintenance costs.

5.4.3 Works Adjacent To Road

The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, marking, flags, lights, information, and protection of traffic approaching or passing through the section of the road adjacent to the work site. Warning lights shall be mounted on the barricades at night and keep lit throughout from sunset to sun shine





5.4.4 Monsoon Damages

Proper drainage shall be ensured to avoid any flooding in the Park area. Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the end of the O&M period. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction/O&M period.

5.4.5 Water Supply

The contractor has to make his own arrangement for water required for the work and to the colonies and work site, which are to be established by the contractor and for the Operaton & Maintenance of the Parks. No separate or additional payments are admissible in this regard.

5.4.6 Layout of materials stacks

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Authority before starting of work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Authority, the contractor can use the sites accordingly. No public inconvenience shall be caused due to construction material stacks on or around the site.

5.5 No claims on Revenues generated

The Contractor shall not have any claim on revenues generated through the facilities provided in the parks on the whole or in parts whatsoever during the Construction Period nor the Operation and Maintenance Period.

5.6 Liquidated damages

In case of failure to complete the work/ supply in time the penalty shall be levied @ 0.50% per week or part thereof of the contract price subject to maximum of 10% of the total project cost.

If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the quality of Services and may lead to termination of the Contract and AUTHORITY may on their sole discretion cancel the order.





6 SCOPE OF SERVICES FOR OPERATION AND MAINTENANCE (O&M)

6.1 SCOPE OF SERVICES

The Scope of work / service to be done / provided by the contractor under this bid will be as under. The Contractor shall operate and maintain the entire Park area (Under their executed scope of work) for a total operation and maintenance period of 05 (five) years including 01 (one) year of Defects Liability Period from the date of completion of work on issuance of the Certificate of Completion. All necessary repairs, maintenance, overhaul, replacements etc. shall be made during the O&M to maintain the Park area at the status of formal handing over. At the end of O&M period the Parks shall be handed over to the Employer in fully functional and new condition except normal wear and tear.

The price for O&M bill shall include supply of all tools, tackles, maintenance spares, consumables as required, for the successful operation of the Parks. The scope shall include but not limited to the following items:

- (i) Operation and Maintenance including Civil, Electrical, Mechanical and all allied works.
- (ii) Repairs; Refurbishments & Replacement required during O&M period for satisfactory operation of Parks.
- (iii)O&M of all functional infrastructure and common areas within the Parks premises.
- (iv) Proper maintenance of Water Supply, Paths, lawns including trimming and upkeep of gardens etc.
- (v) Security of the campus and contents therein shall be Contractor's responsibility.
- (vi) The Contractor shall be responsible for cleaning of the total parks area. At all times the parks, its equipment and surrounds shall be kept clean and in order including the buildings, floors, walls, roofs, windows, and garden etc.
- (vii) The Contractor shall be responsible for Gardening of the Plant area along with creation of a Greenbelt in the surroundings.
- (viii) The records maintained by the Contractor shall be produced periodically to the Authority for proper monitoring. The Authority's remarks shall be attended to on next submission. Consolidated summary reports shall be furnished to the Employer monthly, quarterly and yearly containing salient features.
- (ix) The Contractor shall also maintain history sheets of overhauling, maintenance, replacement of all the important electrical and mechanical equipment.
- (x) The O&M shall include the appropriate preventive maintenance of equipment as per the manufacturer's recommendation.
- (xi) The operation, maintenance and repairs services shall be performed





according to the following:

6.2 Awareness & Cleanliness

The Contractor and his staff shall maintain a high degree of awareness in operation and maintenance of the Parks and all relevant safety codes and procedures. At all times the Parks, its equipment and surrounds shall be kept clean and in order including the buildings, floors, walls, roofs, windows, and garden etc.

6.3 Frequency of Preventive maintenance

The preventive maintenance shall be carried out according to the preventive maintenance schedule of the Plants/Equipment, if any. The regular staff may be reinforced with short-term specialists by the Contractor for special maintenance tasks, after duly informing the Authority of the need and the schedule.

6.4 Repairs

Repairs shall be made as and when needed very promptly on the spot or at the Contractor's / Manufacturer's workshop. The need of repair on the spot or at the Contractor's workshop has to be defined in co-ordination with the Engineer-In-Charge and according to the status of spare parts availability.

6.5 Replacement

Spare parts

The Contractor shall keep a reasonable stock of spare parts so that the down time of equipment can be kept within the limits specified. The contents of the stock and the reorder level of the inventory have to be approved by the Authority.

6.6 Transportation

All necessary transportation shall be arranged and made by the Contractor at his own Consumables

6.7 Consumables.

The Contractor has to ensure that there is always there is sufficient stock of consumables to handle situation of uncertain breakdown.

Payment for the O & M shall be made upon issue of satisfactory completion certificate for that period by the Authority

6.8 General Obligations

The Contractor shall operate and maintain the parks with all equipment under this contract for the period of five years as specified in this contract.

The Contractor will submit a detailed operation and maintenance plan for





approval of Authority. All operation and maintenance activities shall be carried out strictly in accordance with the approved plan.

The services shall include but not be limited to the following items:

Training for the O&M staff designated by Employer's requirement.

Generation and maintenance of periodic reports

6.9 OPERATION

6.9.1 Operational Services

The Contractor shall operate the complete Parks and associated services on a continuous basis for which the hours as approved seasonally shall be displayed. The Contractor shall operate as per the stipulations maintained in the technical document.

If it is determined that the facility is not capable of meeting the design parameters for any reason beyond the Contractor's control and not attributable to him, the Contractor shall determine the specific cause of failure/ abnormality in the Equipment functioning and report to the Authority and seek his directives on the necessary corrective action to be taken/adopted.

The Contractor will be required to furnish the details of electricity consumption in the format prescribed by the Authority. The Contractor at his own expense shall provide all tools, cleaning, and housekeeping equipment, security and safety equipment.

6.9.2 Manpower

The qualification and capability of Contractor's personnel shall be appropriate for the tasks they are assigned to perform. The staff provided shall be fully trained in the operation of the works before being given responsibility. If, in opinion of the Authority, a member of Contractor's staff is considered to be insufficiently skilled or otherwise inappropriate for the assigned task, and Authority informs the Contractor in writing, the Contractor shall replace him with a person of appropriate skills and experience for the task, approved by the Authority, within one month of being so informed.

The Technical Staff should be available at site and take instructions from the Authority or other supervisory staff.

6.9.3 Safety

The Contractor shall be responsible for safety of his staff during O&M of the Parks and shall procure, provide and maintain all safety equipment





necessary for satisfactory O&M such as gasmasks, gloves, boots, mats etc.,

- 1. The Contractor shall utilize safety awareness procedures in every element of operation and maintenance.
- 2. The Contractor shall emphasize site safety including adoption of
- (a) Safe working procedures
- (b) Cleanliness and care of the park premises as a whole
- (c) Accident and hazardous conditions prevention and reporting.

The Contractor shall impart safety training to all members at regular intervals, especially

for new comers. The Contractor shall provide Notice boards and display boards at appropriate locations detailing precautions to be taken by O&M personnel to work in conformity to regulations and procedures and by the visitors to the Park areas.

The Contractor shall notify the Authority representative immediately if any accident occurs whether on-site or off site in which Contractor is directly involved and results in any injury to any person, whether directly concerned with the site or a third party. Such initial notification may be verbal and shall be followed comprehensive report within 24 hours of the accident.

6.10 Reporting

The Contractor shall prepare consolidated monthly reports on Park areas operation and maintenance and submit to the Authority. The monthly reports shall be submitted on the first week of the next month and within working hours with monthly record data. Overall reporting formats shall be approved by Authority and may have to be modified from time to time as required and approved by Authority. Contractor may have to prepare and submit additional reports on particular matters and incidents as and when required by the Authority for each significant occurrence.

6.11 MAINTENANCE

6.11.1 Maintenance

The Contractor shall carry out the maintenance of the Parks in accordance with the requirements of the O&M Manual and to the approved maintenance plan. The Contractor shall strictly adhere to the manufacturers' recommendations with respect to equipment maintenance, and only use types and grades of lubricants to be used. The frequency of lubrication, adjustments to be made regularly, and recommended spare parts by the equipment / machine/ instrument manufacturer /supplier shall be carried





out and appropriate inventory shall be held in store

6.11.2 Preventive Maintenance

The Contractor shall plan the day-to-day and the preventive maintenance. This planning must include for each equipment the estimated necessary hours in preventive maintenance and break down maintenance. It shall also include the qualification of the foreseen maintenance personnel. The Contractor shall provide the yearly requirement of spare parts and consumable needed for the maintenance of each piece of equipment for the day-to-day maintenance, preventive maintenance, and foreseen break down maintenance/overhaul, if any.

6.11.3 Training

The Contractor shall be responsible for instruction and training of all his personnel in all aspects of Equipment operation and maintenance till the end of the operation and maintenance period. The Contractor shall also be responsible for training personnel designated by the Employer who will operate the Plant at the expiry of the contract. The Contractor will make available for this purpose competent staff and as well as propose schedule information that may be necessary for effective execution of the training programs.

6.11.4 Operation and Maintenance records

The details of complete records shall be prepared and submitted by the O&M Contractor to the Authority for approval prior to completion.

6.11.5 Penalties Due to shortfall in performance of Operation & Maintenance Facilities

The contractor shall be subject to the following penalties for failure to carry out its operations as indicated below during "Performance Based O&M period" 05 (five) years including 01 (one) year of Defects Liability Period under Normal Operating Conditions.

			Penalty Value for
SrNo.	Basis of Penalty	Benchmark	each Parameter
	basis of Pellalty	Delicilliark	specified in the bid
			document





	Inadequate	For each case detected	Rs.1,000/- per
	Maintenance of the		case
1	Parks - Facilities,		detected
	Greenery and		
	ambience		
	Noncompliance	Up to 2 occurrences /	No penalty
	to Occupational	Month	
2	Safety, Health &	>2 & up to 5	Rs.1,000/-
			per
	Environment guidelines,	Occurrences/Month	Occurrence
	Non-Compliance to State &	>5 & up to 10	Rs. 2,500/-
			per
	Central Statutes	Occurrences/Month	Occurrence





7 Annexures

Annexure 1- Guidelines for Pre-Qualification Proposal Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S.No.	List Of Document	File Name	Submitted(Y/N)	Description
1	Proof of Tender Fee and EMD submitted	Itame	Sub-meecu(1,11)	J SSGI I PGION
2	Bid Covering Letter As per format provided at Annexure 1.2		Reference No: Date of Letter:	
3	Bidders' Particulars As per format provided at Annexure 1.3		Name of bidder(s):	
4	Power of Attorney in favor of Authorized signatory As per format provided at Annexure 6		Date of PoA: Name of Authorized Person:	
5	Copy of Certificate of Incorporation /Registration under Companies Act, 1956/2013 or corresponding Act in abroad		Registration Number: Date of Incorporation:	
6	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years.		Year-wise Details Turnover	
7	Valid copy of the ISO 9001:2008 or higher certification		Issuing By: Issuing Date: Validity Date:	
8	Declaration for Not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. Valid Copy of PAN		Reference No: Date of Letter:	
10	Valid copy of GSTIN registration		Ref No. Date	





Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder) Date:

To MD CUM CEO DHARAMSHALA SMART CITY LIMITED, Old Himuda Building, Chilgari Dharamshala, Himachal Pradesh, 176215

Subject: Bid for "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala"

RFP Reference No: XX

Dear Sir,

With reference to your invitation for bids for "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala", we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted EMD of INR [] in the form of [......] and Tender fee of INR []Online through the e-Tendering Portal.
- c. We hereby declare that all information and details furnished by us in the bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.





at

- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact	email
Thanking you,	
Yours sincerely,	
(Signature of the Bidder/ Lead Member)	
Printed Name	
Designation	
Seal	
Date:	
Place:	
Business Address:	





Annexure 1.3 - Format to share Particulars of the Bidder

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of bidder	
2.	Address and contact details of bidder	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., LLP etc.)	
6.	GST Registration No.	
7.	Permanent Account Number (PAN)	
8.	Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	
14.	Organisation chart with Name, designation and contact nos. of the management team to be attached	

Please submit the relevant proofs for all the details mentioned above along with your bid response

Authorized Signatory Name Seal





Annexure 1.4 - Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper duly attested by notary public]

This Memorandum of Understanding	(MoU)	entered	into	this	day	of	[Date]
[Month] 2018 at [Place] among		(h	erein	after	refe	red	to as
"") and having office at [Addre	<i>ss</i>], Ind	lia, as Pa	arty c	of the	Firs	t Pa	rt and
(hereinafter referred	as "	") and	havi	ng off	fice a	t [<i>A</i>	ddress
], as Party of the Second Part.							

The parties are individually referred to as Party and collectively as Parties.

WHEREAS DHARAMSHALA SMART CITY LIMITED, has issued a Request for Proposal dated [Date] (RFP) from the applicants interested in "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala"

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to each of the Parties' rights and obligations towards each other and their working relationship.

BASIS THE MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to bid for the "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala" as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ------ (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:



mentioned.

RFP FOR CONSTRUCTION OF SMART PARKS PHASE 1 UNDER EPC MODE WITH OPERATION AND MAINTENANCE FOR FIVE YEARS IN DHARAMSHALA



- a. To ensure the technical, commercial and administrative co-ordination of the work package
- b. To lead the contract negotiations of the work package with the Authority.
- c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party as per each member's field of expertise at each stage of the bidding shall be as below:

Party	y A:	
Party	y B:	
vii.	That the proposed administrative arrangements (organization the management and execution of the Project shall be as follows	•
viii.	That the profit and loss sharing ratio shall be	
ix.	That the Parties agree that all the members of the Consortiu jointly and severally liable for all obligations in relation to the until the completion of the Project in accordance with the Contra	e Contract
X.	Parties affirm that they shall implement the Project in good fait	h and shall

- take all necessary steps to see the Project through expeditiously.

 xi. That this MoU shall be governed in accordance with the laws of India and courts in Himachal Pradesh shall have exclusive jurisdiction to adjudicate
- disputes arising from the terms herein. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above

(Party of the first part) (Party of the second part) (Party of the third part) Witness:





Annexure 2. – Guidelines for Technical Proposal

Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal

S No.	List of Documents	File Name	Submitted (Y/N)	Description
1	Technical bid Covering Letter			Reference No: Date of Letter
2	Project citation report to support that the Bidder* have successfully completed works in last 5 (Five) financial years.			As per Annexure 2.3
3	Project citation report to support the ongoing/awarded work of the Bidder*.			As per Annexure 2.4
4	Evaluation of the Bid capacity			as per Cl. 1.4.6.4
5	Manpower Schedule			As per Annexure 2.5

^{*} Bidder refers to Sole Bidder or either member of the consortium





Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the bidder/ lead partner in case of co)

Date: dd/mm/yyyy

To

MD CUM CEO DHARAMSHALA SMART CITY LIMITED Old Himuda Building, Chilgari, Dharamshala, Himachal Pradesh, 176215

Sub.: Request for Proposal for "Construction of Smart Parks
Phase 1 under EPC mode with Operation and Maintenance
for 5 years in Dharamshala"

RFP Reference No: XX

Dear Sir/ Ma'am,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala" (hereinafter referred to as "Project").

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala" put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and DHARAMSHALA SMART CITY LIMITED or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 (one hundred and eighty) days from the date of submission of bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DHARAMSHALA SMART CITY LIMITED.





We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to DHARAMSHALA SMART CITY LIMITED is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead DHARAMSHALA SMART CITY LIMITED as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date: (Signature) (Name) (In the capacity of) [Seal / Stamp of bidder] Witness Signature: Witness Name: Witness Address:				
SIGNATORIES	CERTIFICA	TE AS TO	AUTHORISE	D
I, certify	, the that	Company	Secretary	of
who signed the above bid is authority of its board/ governin Date: Signature: (Company Seal) (Name)	authorized to	do so and bind	the company	by



Annexure 2.3. - PROJECT CITATION REPORT - COMPLETED WORKS

Statement showing the similar works completed in the last five years.

Sr. No.	Name of Departme nt / Client with Address	Name of work		Tender ed Amoun t	Date of award of contra ct	work conti da com	letion of c as per ract and ite of pletion Completi on Date	work complet ed	year aı month	nd s	Percenta ge rate and amount of Penalty	s for delay	ks
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

Note: - (1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.

(2) It is mandatory to furnish details in this format only.

Signature of Bidder





Annexure 2.4. - PROJECT CITATION REPORT - ONGOING WORKS/AWARDED

Statement showing the similar works completed in the last five years.

	Sr.	Name of		Estimat	Tendere	Date	Compl	etion of	Actual	Time	limit in	Percenta	Reasons	Remar
	No.	Departme		ed	d	of	work	as per	Amount	yea	r and	ge	for delay	ks
		nt /		cost of	Amoun	award	contra	act and	of .	mo	nths	rate and	In	
		Client with	Name	work put	'	of		e of	work complet ed	Origin	Evtond	amount of	completi on of	
		Address	of	to		contra	comp	letion	ed	al	ed	Penalty	work	
		Addioso	work	Tender		ct	Target	%		aı	Cu			
							Date	Progres						
L								S		Y M	ΥM			
L	1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12
ŀ														
ŀ														
ľ														
L														
ŀ														
									I				I	

Note: -(1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.

(2) It is mandatory to furnish details in this format only.

Signature of Bidder





Annexure 2.5 - Manpower

Technical and Administrative Manpower proposed to be deployed for the project

Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala

SI	Name	Designation	Qualification	Experience in similar projects
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note: Copies of Educational & experience Certificates attested by the Bidder to be attached for the personnel proposed for the mandatory positions as per Cl. 1.4.6.5

Signature of Bidder





Annexure 3-Guidelines For Financial Proposal

Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder/ lead partner)

Date: dd/mm/yyyy

To

MD CUM CEO
Dharamshala Smart City Limited
Old Himuda Building, Chilgari,
Dharamshala - 176215
Himachal Pradesh

Subject: Bid for "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala" ("Project")

RFP Reference No: XX

Dear Sir,

- 1. We, the undersigned bidder, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, offer to supply/ work in conformity with the captioned bidding document.
- 2. We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of government taxes/ duties in the financial bid.
- 3. We undertake, if our bid is accepted, to deliver the goods and services in accordance with the deliverables schedule specified in section 3.2.1. of the RFP.
- 4. We undertake to successfully operationalize the Project as per scope of work mentioned in the RFP document.
- We have examined and have no reservations to the Bidding Documents, including any corrigendum/ addendums issued by DHARAMSHALA SMART CITY LIMITED;
- 6. We understand that any additional hardware and software required to make the Project operational shall have to be provided by us.
- 7. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.





- 8. We agree to abide by this bid for a period of 180 days from the last date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- 10. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- 11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms and conditions as mentioned in the RFP document and declare that we have not submitted any deviations in this regard.

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

Date: Yours faithfully,

Place:

(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)

Name and seal of bidder/ lead partner





Annexure 3.2 - Financial Proposal Format & Instructions <u>To be submitted on e-Tendering Portal only (i.e. www.hptenders.gov.in)</u>

RFP Reference No: XX

"Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala"

NAME OF WORK	BID PRICE (Contract Price)
Construction of Smart Parks Phase 1 under EPC mode (in figures & words)	Rs.
(Operation and Maintenance Cost for 5 years in Dharamshala shall be 9%of bid price)	Rupees

The payment shall be on completion of each stage of construction as per the payment schedule below

	PAYMENT SCHEDULE WITH CONTRACT PRICE WEIGHTAGES				
S.No	Name of Park	Weightage in percentage to Contract Price	Sl. No	Description	Percentage Weightage of each Park
A	Gandhi Park	29%	1	Civil Works	46%
			2	Sanitary and Plumbing Works	1%
			3	Rain Water Harvesting System	5%
			4	Electrical Works	9%
			5	Special Items	31%
			6	Street Furniture, play equipments and Signage	5%
			7	Any Other Works	3%
В	Ram Nagar Park	29%	1	Civil Works	59%
			2	EPDM Rubberised outdoor Flooring 36 mm thick	6%
			3	Sanitary and Plumbing Works	2%
			4	Rain Water Harvesting System	5%
			5	Electrical Works	7%
			6	Special Items	12%
			7	Street Furniture, play equipments and Signage	5%
			8	Any Other Works	3%





PAYMENT SCHEDULE WITH CONTRACT PRICE WEIGHTAGES					
S.No	Name of Park	Weightage in percentage to Contract Price	Sl. No	Description	Percentage Weightage of each Park
С	Park Opp. to Mayor Office	31%	1	Civil Works	46%
			2	Sanitary and Plumbing Works	1%
			3	Rain Water Harvesting System	4%
			4	Electrical Works	6%
			5	Special Items	36%
			6	Street Furniture, play equipments and Signage	3%
			7	Any Other Works	3%
D	Place Making Opp. to SP Residence	11%	1	Civil Works	51%
			2	Sanitary and Plumbing Works	2%
			3	Electrical Works	12%
			4	Special Items	30%
			5	Street Furniture, play equipments and Signage	4%
			6	Any Other Works	3%

The Operation & Maintenance Cost shall be 9% of the Bid Price.

SCHEDULE OF PAYMENT DURING OPERATION & MAINTENANCE						
DESCRIPTION	% of CONTRACT PRICE					
1 st year of O&M	1%					
2 nd year of O&M	2%					
3 rd year of O&M	2%					
4 th year of O&M	2%					
5 th year of O&M	2%					

The Total Project Cost shall be the sum of the Bid Price and the Operation & Maintenance cost

Signature of Authorised Signatory Name & Designation

Stamp of Bidder

Date





Instructions:

- a) The payment shall be made based on the completed stages of work at the end of each calendar month in the proportion assigned for the stages as per the Schedule in this Annexure for the Construction Period.
- b) The payment shall be quarterly as per the Schedule for O&M in this Annexure subject to the evaluation during Operation & Maintenance Period
- c) All items provided should be under Insurance. The Insurance should be for entire duration of the Project including operation and maintenance period and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc as per clause 1.9.
- d) All the prices are to be entered in Indian Rupees only
- e) DHARAMSHALA SMART CITY LIMITED reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- f) Bid Price to be quoted in considering that all the items and services to be provided at the locations provided by DHARAMSHALA SMART CITY LIMITED.
- g) The rates quoted shall include all Taxes, GST, Duties and Levies which will be deducted as per standard practice.
- h) The rate shall be quoted inclusive of all leads and lifts and other incidentals for the completion of each item of work. Cost of any dewatering, slush removal, shoring and strutting, removal of stumps and placing concrete in/under water is deemed to be included in the respective items. No additional cost will be allowed in this regard.
- i) The contractor has to arrange suitable dumping site for unserviceable material, excess earth and debris at his own risk and cost.
- j) All the dismantled serviceable material shall be property of the successful bidder, the bidder shall quote his rates accordingly.
- k) The bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- Any component/ fixtures/ ancillary/ adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.





Annexure 4- Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

MD CUM CEO

Address:

Telephone & Fax: E-mail address:

Dharamshala Smart City Limited Old Himuda Building, Chilgari, Dharamshala - 176215 Himachal Pradesh

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

RFP Reference No: XX Dear Sir/ Ma'am, I, authorized representative of _____ _, hereby solemnly confirm that the ("Company") is not debarred/ black -listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the bid. In the event of any deviation from the factual information/ declaration, DHARAMSHALA SMART CITY LIMITED reserves the right to reject the bid or terminate the Contract without any compensation to the Company. Thanking you, Yours faithfully, Signature of Authorized Signatory (with official seal) Date: Name: Designation:





Annexure 5 - Format of sending pre-bid queries

RFP Reference No: XX

Bidder's Request For Clarification							
Name and complete official address of Organization submitting query/request for clarification		Telephone, Fax and E-mail of the organization Tel: Fax: Email:					
S.No.	Clause No.	Page No.	Content Of RFP Requiring Clarification	Change Requested/ Clarification required			
1							
2							
3							
4							
5							
6							

Signature:

Name of the Authorized signatory:

Company seal: Date and Stamp

Note: Bidders are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel in the above format for making consolidation process easy.





Appendix 7 - Format for Bank Guarantee for Earnest Money Deposit

To
MD CUM CEO
DHARAMSHALA SMART CITY LIMITED
Old Himuda Building, Chilgari,
Dharamshala - 176215
Himachal Pradesh

Dear Sir/ Ma'am,

BANK GUARANTEE for Earnest Money Deposit - For < Project Name >

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid to DHARAMSHALA SMART CITY LIMITED for "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala" (hereinafter called "the bid").

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound to **DHARAMSHALA SMART CITY LIMITED** (hereinafter called "the Authority") for a sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only).

The Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

- 1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
- 2. If the bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of bid
- (a) Withdraws its participation from the bid during the period of validity of bid document; or
- (b) Fails or refuses to participate in the subsequent process after having been shortlisted;

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.





NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees<<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)
Seal:
Date:





Annexure 8 – Format for Performance Bank Guarantee

Ref : < >
Date:
Bank Guarantee No.:
То
MD CUM CEO
DHARAMSHALA SMART CITY LIMITED
Dear Sir,
PERFORMANCE BANK GUARANTEE – For <project name=""></project>
WHEREAS

For Contract Performance Bank Guarantee

M/s. (name of Bidder), a company registered under the Companies Act, 1956/2013, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter referred to as "Contract") with you for "Construction of Smart Parks Phase 1 under EPC mode with Operation and Maintenance for 5 years in Dharamshala", in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of the bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:





In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold valid till 180 (One Hundred and Eighty) days after completion date, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 180 (One Hundred and Eighty) days after the completion date.

We further agree that the termination of the said Contract, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against DHARAMSHALA SMART CITY LIMITED; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after





the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Not with standing anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any further arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 (One Hundred and Eighty) days after the completion date; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or





demand on or before 180 (One Hundred and Eighty) days after the completion date.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated	this	day		20
Yours faithfully,				
For and on behalf of	the	Ba	nk,	

(Signature)
Designation
(Address of the Bank)
Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.





Annexure 9. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the Contractor after contract award.

- Letter of Acceptance
- Contract Agreement





9.1 Letter of Acceptance

[on letterhead paper of the Employer]

[date][date]
To:
Subject:
This is to notify you that your RFP/Bid dated
You are requested to furnish the Performance Security within 15 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Annexure 8. Contract Forms, of the Bidding Document.
Authorized Signature:
Name and Title of Signatory:
Name of Agency:





9.2 Contract Agreement

		ENT made the day of between [name of the Employer] (hereinafter "the			
Emp Con	oloyer"), d	of the one part, and			
the and	Contract] has accep	Employer desires that the Works known as			
The	Employer a	and the Implementing Agency agree as follows:			
1.		reement words and expressions shall have the same meanings as tively assigned to them in the Contract documents referred to.			
2.	 The following documents shall be deemed to form and be read a construed as part of this Agreement. This Agreement shall prevail over other Contract documents. 				
	(i)	the Agreement			
	(ii)	the Letter of Acceptance			
	(iii)	the Letter of Award			
	(iv)	the addenda Nos(if any)			
	(v)	the Special Conditions of Contract			
	(vi)	the General Conditions of Contract, including appendix;			
	(vii)	the Specification			
	(viii)	the Drawings			
	(ix)	Payment Schedule			
	(x)	any other document \boldsymbol{listed} in \boldsymbol{the} \boldsymbol{PCC} as forming part of the Contract,			
3.	Contractor covenants	eration of the payments to be made by the Employer to the r as specified in this Agreement, the Implementing Agency hereby with the Employer to execute the Works and to remedy defects conformity in all respects with the provisions of the Contract.			

4. The Employer hereby covenants to pay the Implementing Agency in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may

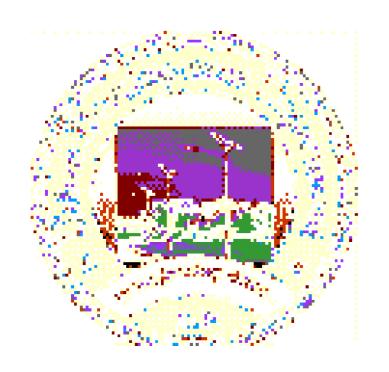


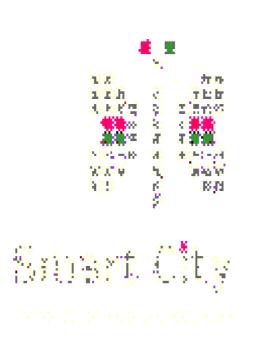


become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

•	ereto have caused this Agreement to be aws of
Signed by:	_ Signed by:
For and on behalf of the Employer Agency	for and on behalf of the Implementing
in the presence of:	in the presence
of:	Witness, Name, Signature, Address, Date

DHARAMSHALA SMART CITY LTD.









A.P-22.3 PARKS AND PLAYGROUNDS PHASE-1 VOL-2 TENDER DRAWINGS

MAY 2019

CLIENT:

CORE AREA:

PROJECT MANAGEMENT CONSULTANAT:



AP 22.3 -PARKS AND PLAYGROUNDS







	LIST OF DRAWINGS	NO. OF SHEET
1.	MAYOR'S OFFICE PARK (CHARAN KHAD)	
1.1	PARK LAYOUT PLAN	1
1.2	OLD BRIDGE FEATURES	1
1.3	COVERED SITTING & TRANSFORMER COMPOUND AREA	1
1.4	LIST OF MUSICAL EQUIPMENTS	1
1.5	MISCELLANEOUS DETAILS	1
1.6	EXISTING SITE PHOTOGRAPHS	1
2.	GANDHI PARK	
2.1	3D VIEW	20
2.2	PARK LAYOUT GAD/ FINISHES PLAN	1
2.3	LIGHTING PLAN	1
2.4	SITE WIDE SECTION	1
2.5	WEATHER SHELTER DETAILS TYPICAL FOR ALL STATUE	1
2.6	ENTRANCE TO PARK DETAILS TYPICAL FOR ALL 3 ENTRY	1
2.7	MISCELLANEOUS DETAILS	1
2.8	EXISTING SITE PHOTOGRAPHS	1

	LIST OF DRAWINGS	NO. OF SHEET
3.	RAM-NAGAR PARK	
3.1	3D VIEW	9
3.2	PARK LAYOUT PLAN	1
3.3	LIGHTING PLAN	1
3.4	GENERAL ARRANGEMENT	1
3.5	PARK SITE WIDE SECTION	1
3.6	YOGA & MEDITATION HALL PLAN, ELEVATION & SECTION	1
3.7	ENTRANCE GATE PLAN, ELEVATION & SECTION	1
3.8	GAZEBO & AMPHITHEATER PLAN, ELEVATIONS & SECTIONS	1
3.9	FRONT COMPOUND WALL & INTERNAL STEPS DETAILS	1
3.10	SOFT LANDSCAPING PLAN	1
3.11	EXISTING SITE PHOTOGRAPHS	1
4.	PLACE MAKING OPPOSITE S.P. RESIDENCE	
4.1	3D VIEW	3
4.2	GENERAL ARRANGEMENT	1
4.3	FINISHES PLAN	1
4.4	COVERED SITTING AREA-1	1
4.5	COVERED SITTING AREA-2, ENTRANCE & COMPOUND WALL	1
4.6	EXISTING SITE PHOTOGRAPHS	1

MAY 2019

CLIENT:

CORE AREA:

PROJECT MANAGEMENT CONSULTANAT:



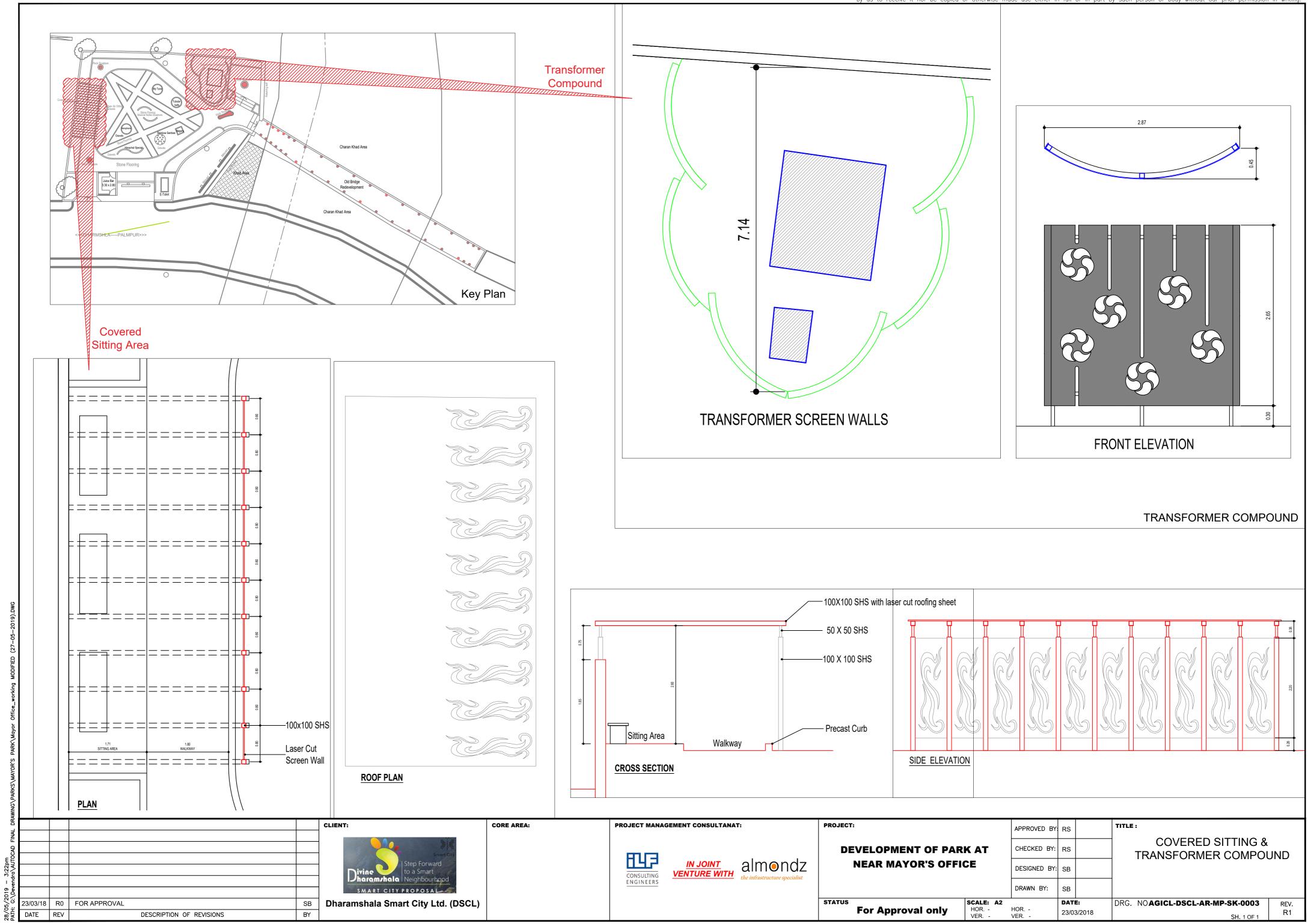
AP 22.3 -PARKS AND PLAYGROUNDS

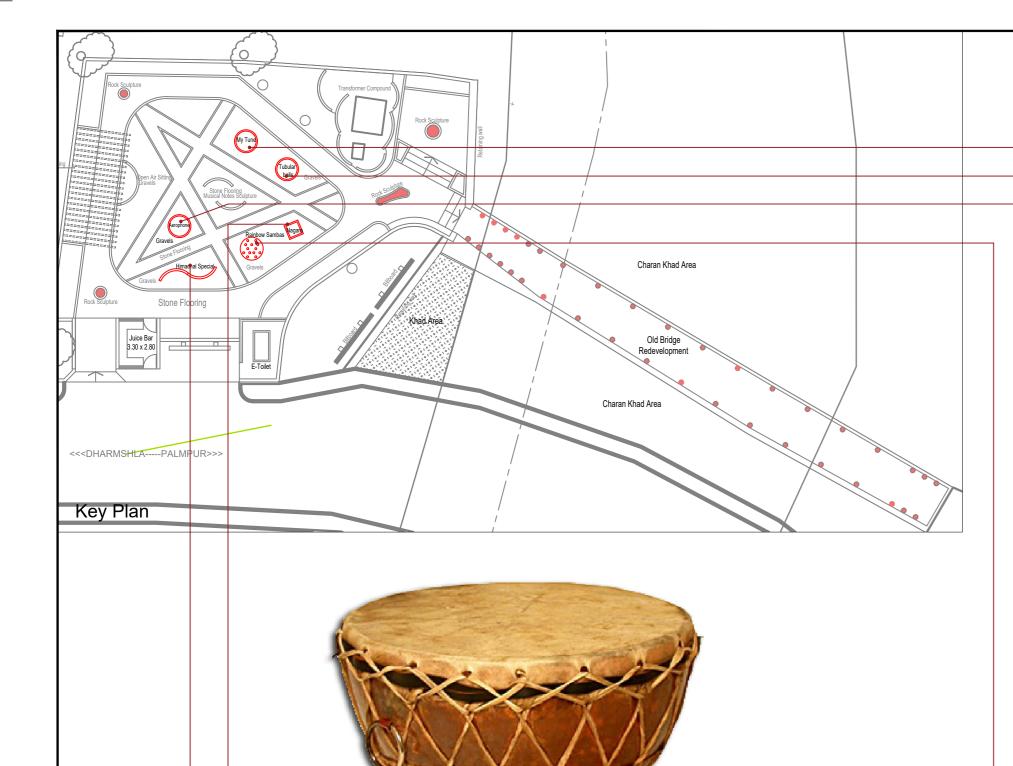






MAYOR'S OFFICE PARK (CHARAN KHAD)



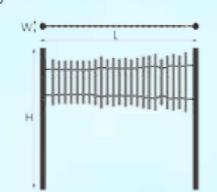


MyTunes

You name it, we make it! Choose a favourite or topical tune for a location. Notes are arranged sequentially so that just striking the notes plays a tune. The anodised aluminium chimes are suspended between stainless steel posts.

Some of our projects to date include:

- I Do Like To Be Beside the Seaside
- Old Macdonald Had a Farm
- Amazing Grace
- Oh, My Darling Clementine
- Jeg Ved en Lærkerede

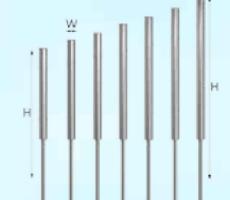


Tubular Bells

Set of 7 Chimes C Major Pentatonic A3-C5

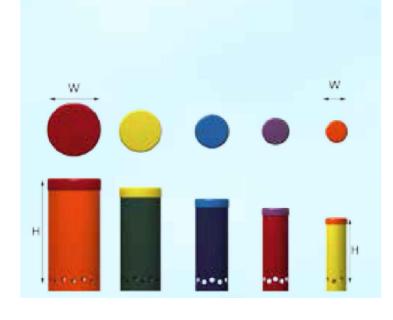
A visual and sonic delight for all ages. Unsurpassed in their resonance, the bells produce a deep low tone which you can feel as well as hear. Simple yet striking, these bells will bring an architectural feature to your outdoor area as well as an amazing auditory experience.





Rainbow Sambas

With a friendly inviting vibe, this eye-catching set of five outdoor drums is easily our most popular product. Sambas are fun and easy to play whatever your age and will produce lots of creative musical energy! Perfect to bring a unique tone to the playground and guarantee



Tembos (Aerophones)

C Major Pentatonic C3-C4

Quirky, intriguing with a great sound, our Tembos never fail to excite and delight. Simply strike them with the paddles, then as the vibration begins its journey along the tube, the (pretty funky) resonant tone will be heard.







Caulatura	made from	Matal	/ Earra	Camant
ocubule	made nom	ivietai /	reno	Cemeni

Sculpture made from Metal / Ferro Cement

				CL
26/03/18	R0	FOR APPROVAL	SB	
DATE	REV	DESCRIPTION OF REVISIONS	BY	

CLIENT: **Dharamshala Smart City Ltd. (DSCL)**

Turhi

Nagara

Ransingha

CORE AREA:



PROJECT MANAGEMENT CONSULTANAT:



DEVELOPMENT OF PARK AT NEAR MAYOR'S OFFICE

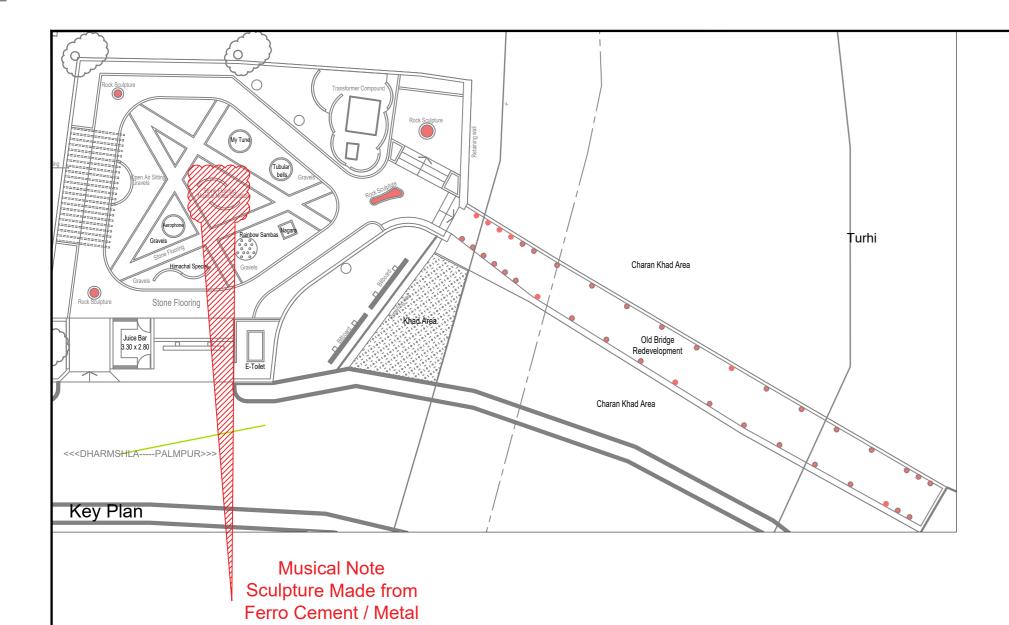
APPROVED BY:	RS	TITLE :
CHECKED BY:	RS	
DESIGNED BY:	SB	
DRAWN BY:	SB	

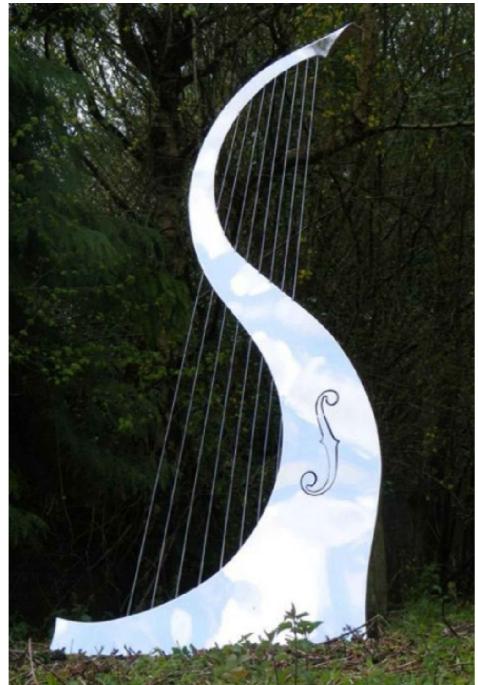
LIST OF MUSICAL **EQUIPMENTS**

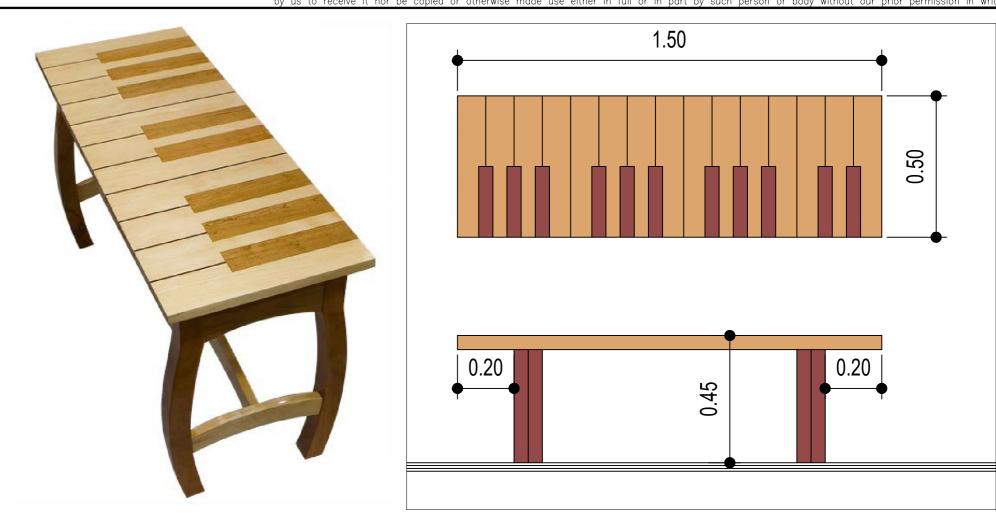
For Approval only

PROJECT:

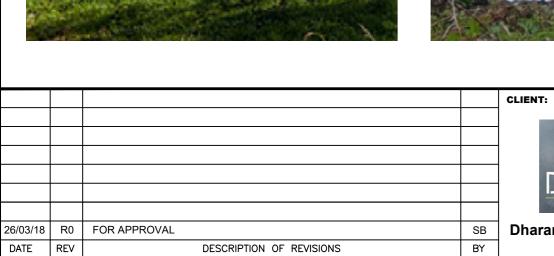
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Stone Benches - Made from Jesalmer & Red Agra Stone





CORE AREA:

CONSULTIN



PROJECT MANAGEMENT CONSULTANAT:

PROJECT:		APPROVED BY:	RS		MISCELLANEOUS DETAILS	
DEVELOPMENT OF PARK AT		CHECKED BY:	RS			
NEAR MAYOR'S OFFICE		DESIGNED BY:	SB			
		DRAWN BY:	SB			
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CLIENT: 28/05/19 R0 FOR APPROVAL
DATE REV Dharamshala Smart City Ltd. (DSCL)

DESCRIPTION OF REVISIONS

CORE AREA:

PROJECT MANAGEMENT CONSULTANAT:





DEVELOPMENT OF PARK AT NEAR MAYOR'S OFFICE

APPROVED BY DSCL **EXISTING SITE PHOTOGRAPHS** CHECKED BY: S.T DESIGNED BY: D.K

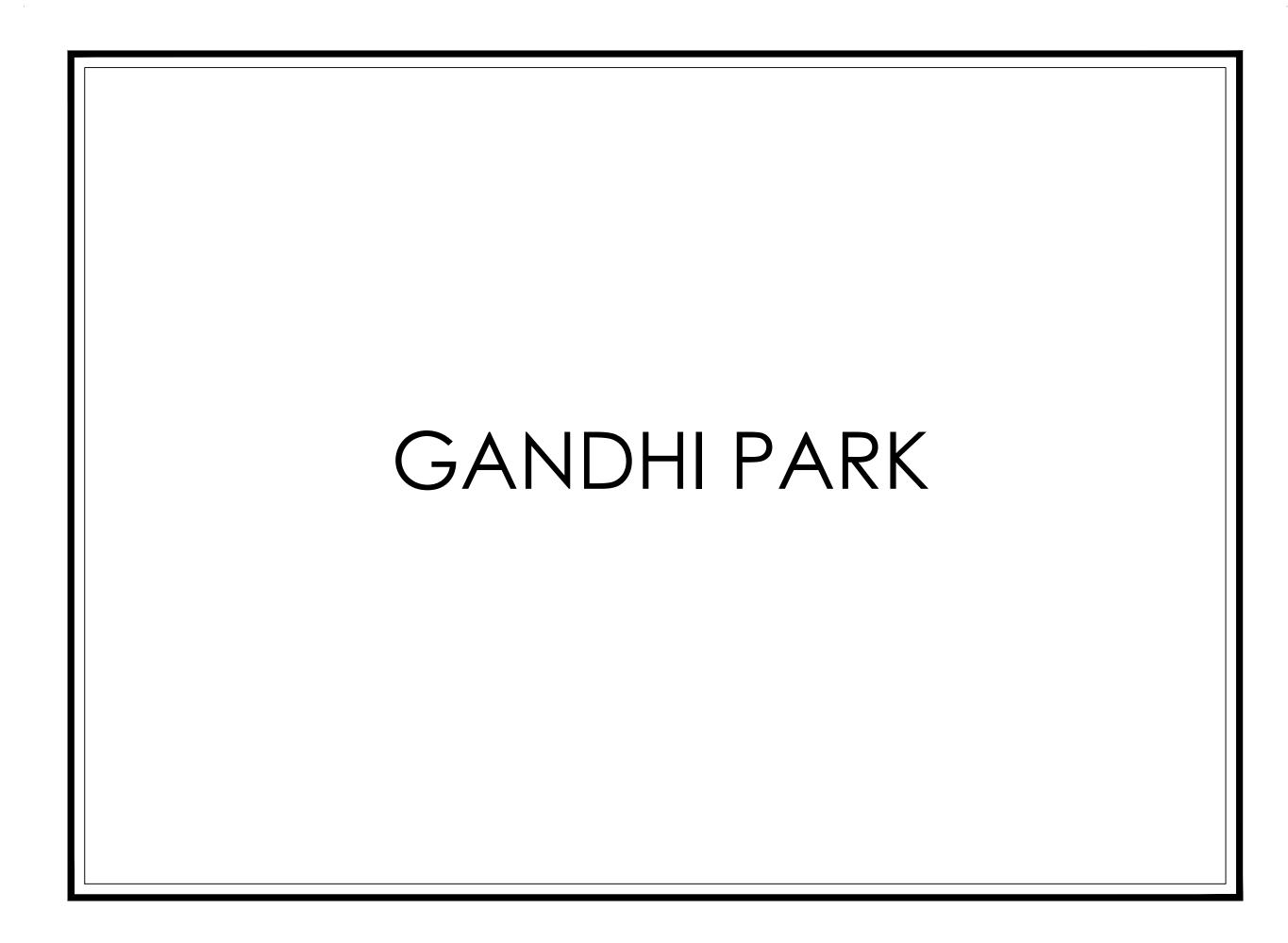
PROJECT:

SCALE: A2 HOR. -VER. -

DRAWN BY:

DRG. NOAGICL-DSCL-AR-MP-SK-0006

For Approval only 28/052019 SH. 1 OF 1



Welcome to Dharamshala Smart City

















Kiosks













Lighting









Lighting: painting and relief work





Lighting: Clock Projection



Materials

















Lights









BIPV for Dome

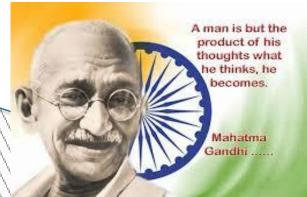


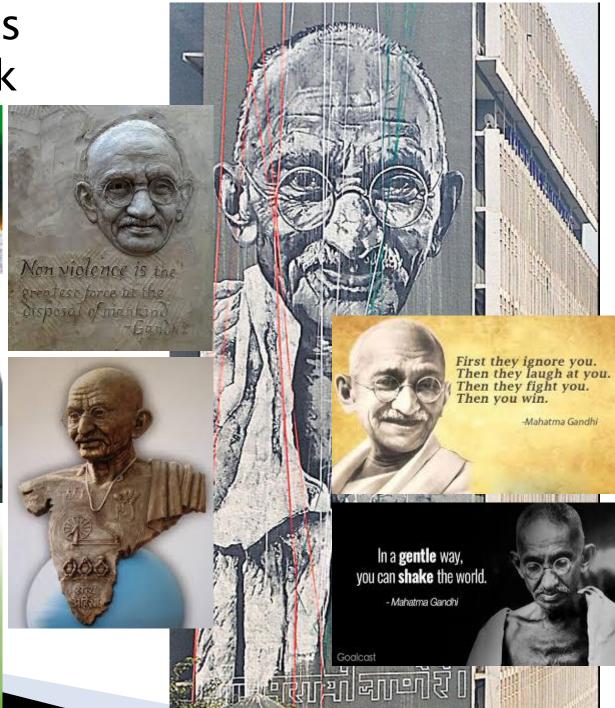


Statues, murals and relief work









Statues, murals and relief work



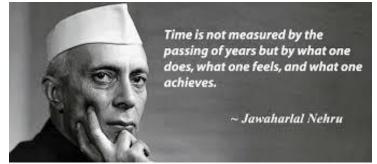




The newly independent India had a parliamentary form of government led by Prime Minister Jawaharlal Nehru and the Congress Party

Nehru wanted India to have a moderate socialist economic structure India developed a large industrial sector

Industrial production almost tripled between 1950 and 1965









No other revolution has made such a great impact as the Industrial Revolution has ever made

Jawaharlal Nehru Jayanti

Statues, murals and relief work



We want freedom for our country, but not at the expense or exploitation of others, not us to degrade other countries...I want the freedom of my country so that other countries may learn something from my free country so that the resources of my country might be utilized for the benefit of mankind.

हम सिर्फ अपने लिए ही नहीं बिटक समस्त विश्व के लिए शांति और शांतिपूर्ण विकास में विश्वास रखते हैं.

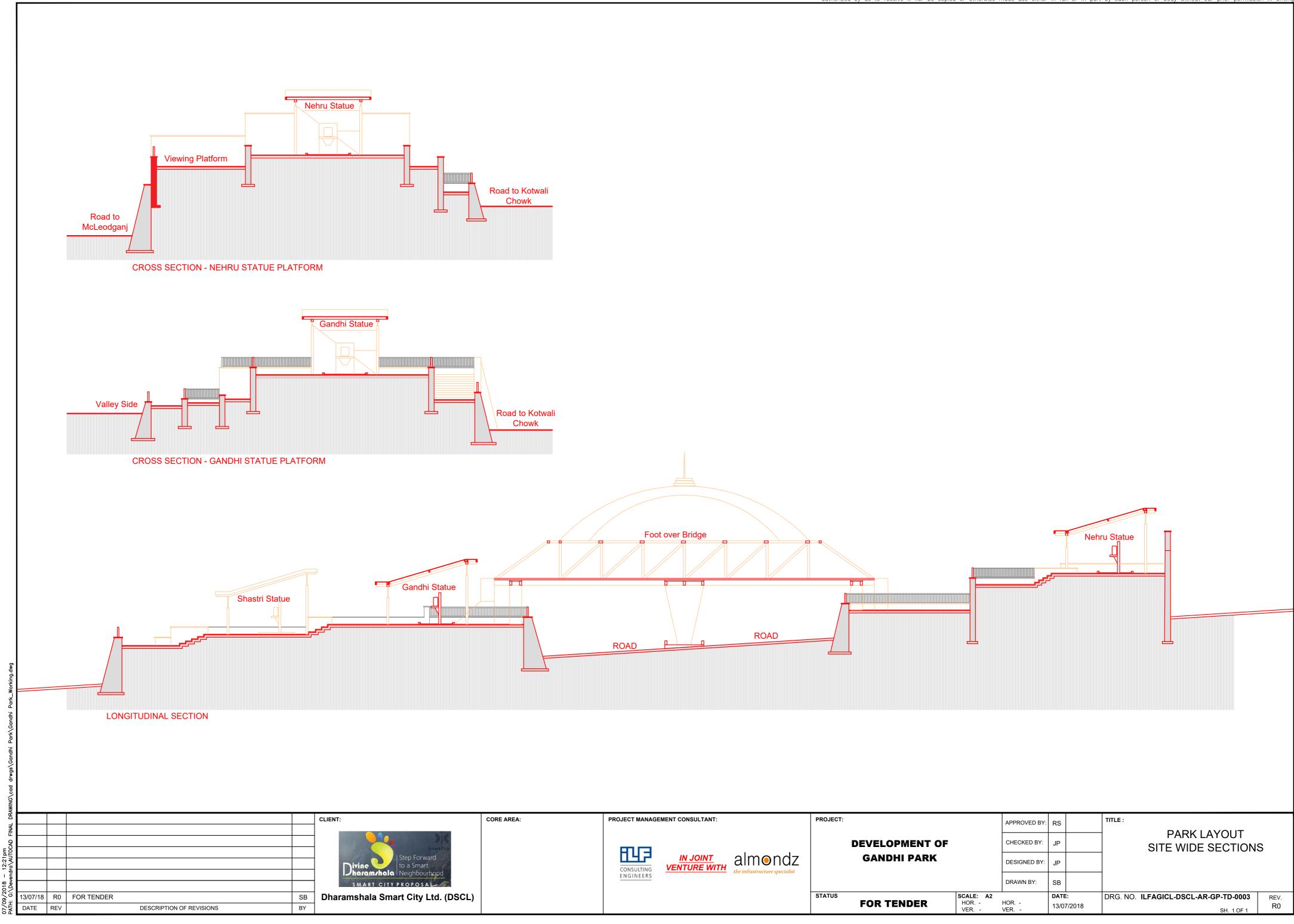
लाल बहादुर शाश्त्री

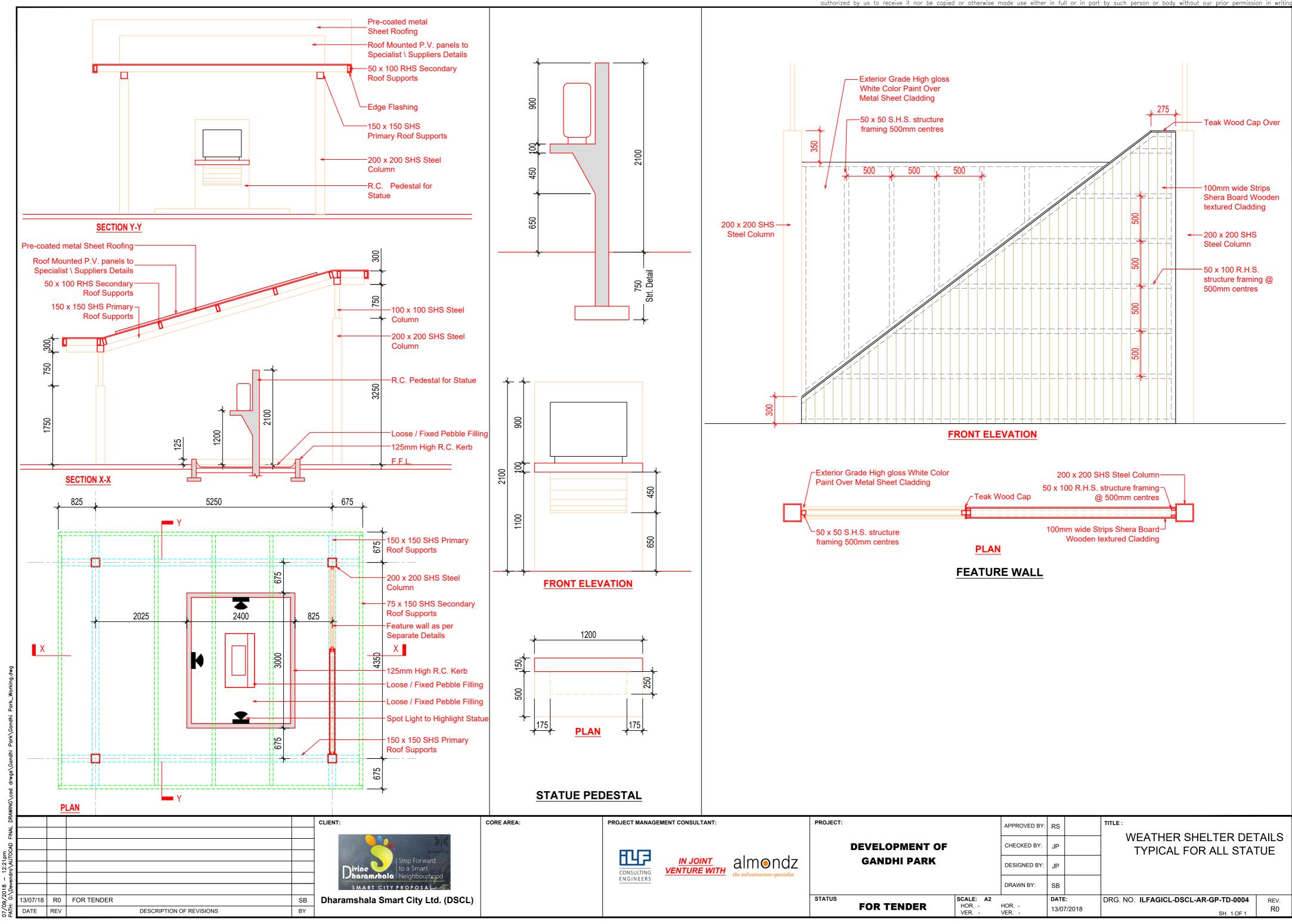
AchhiKhabar.Com

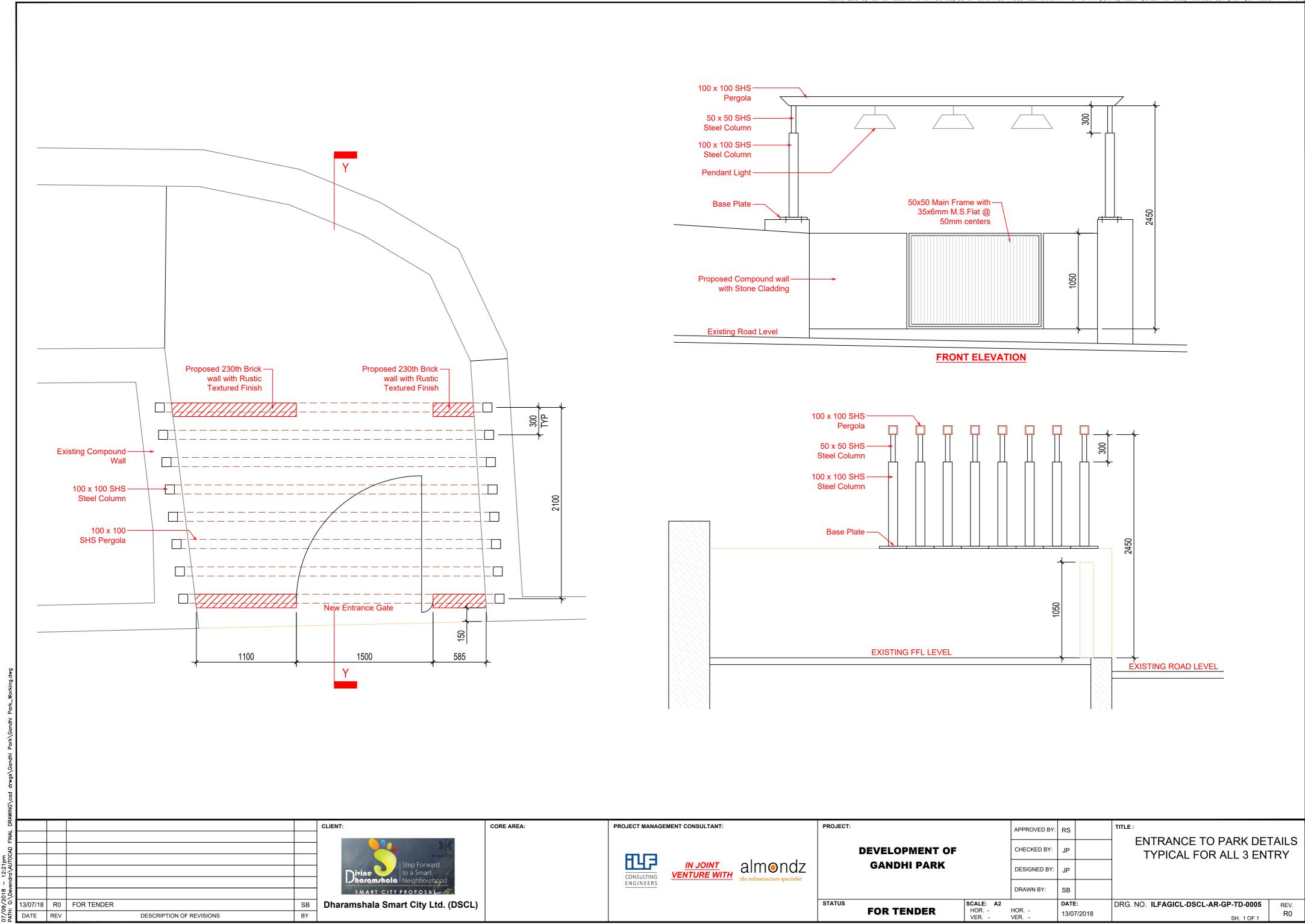


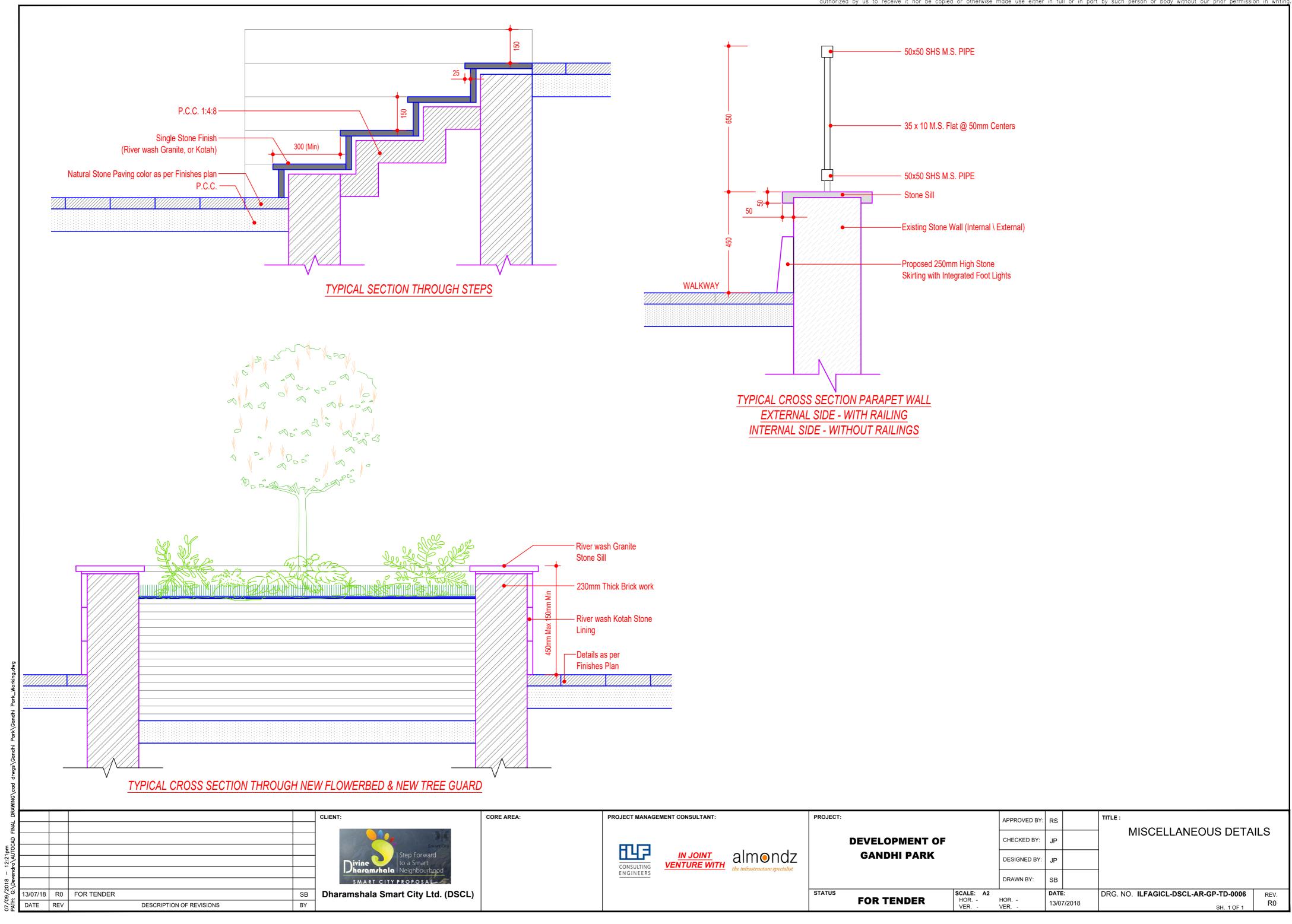
Lal Bahadur Shastri

"Jai Jawan Jai Kisan" A Simple Man With Exemplary Lifestyle

















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Step Forward to a Smart Neighbourtaged SMART CITY PROPOSAL

Dharamshala Smart City Ltd. (DSCL)

CORE AREA:

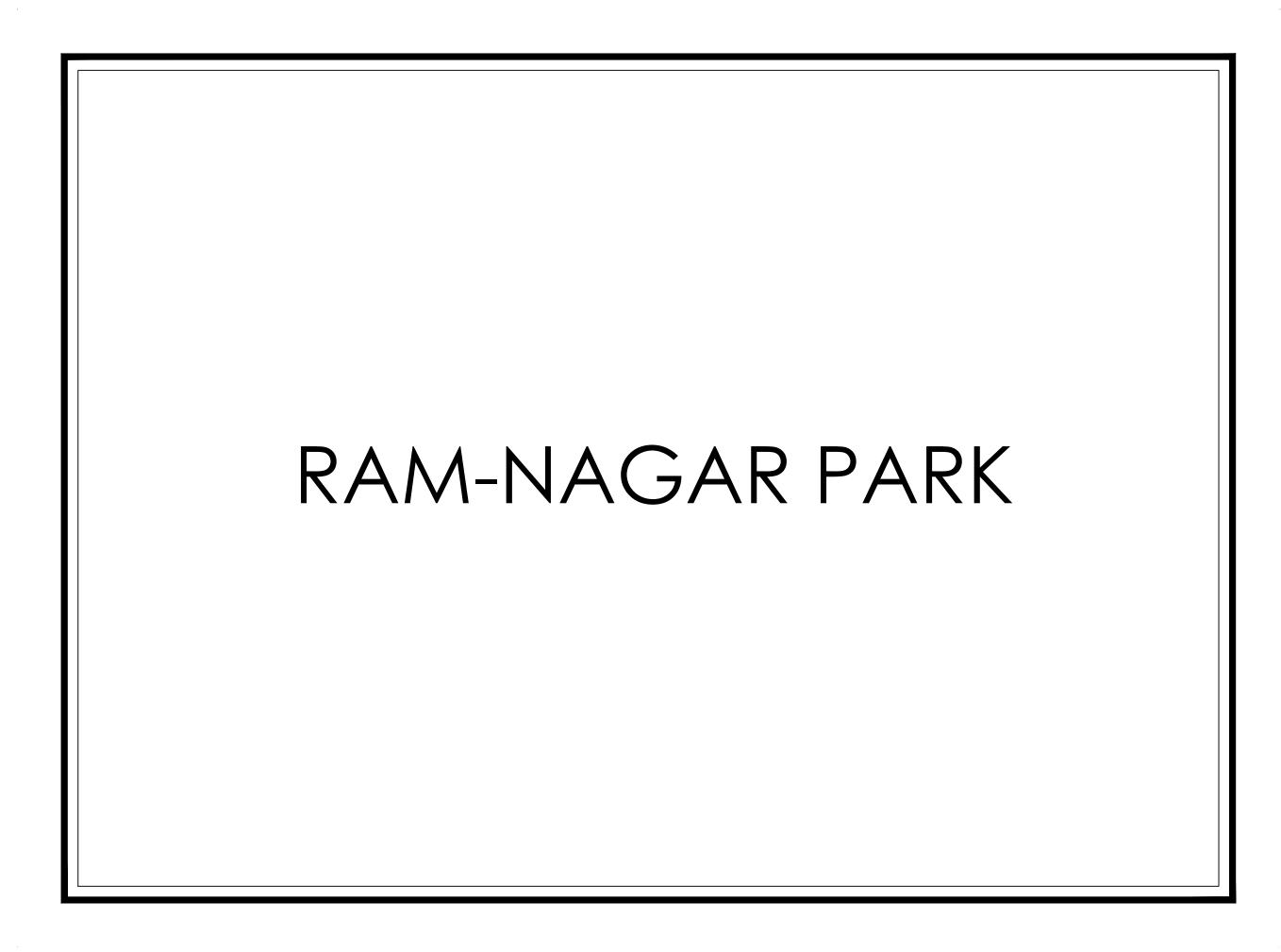
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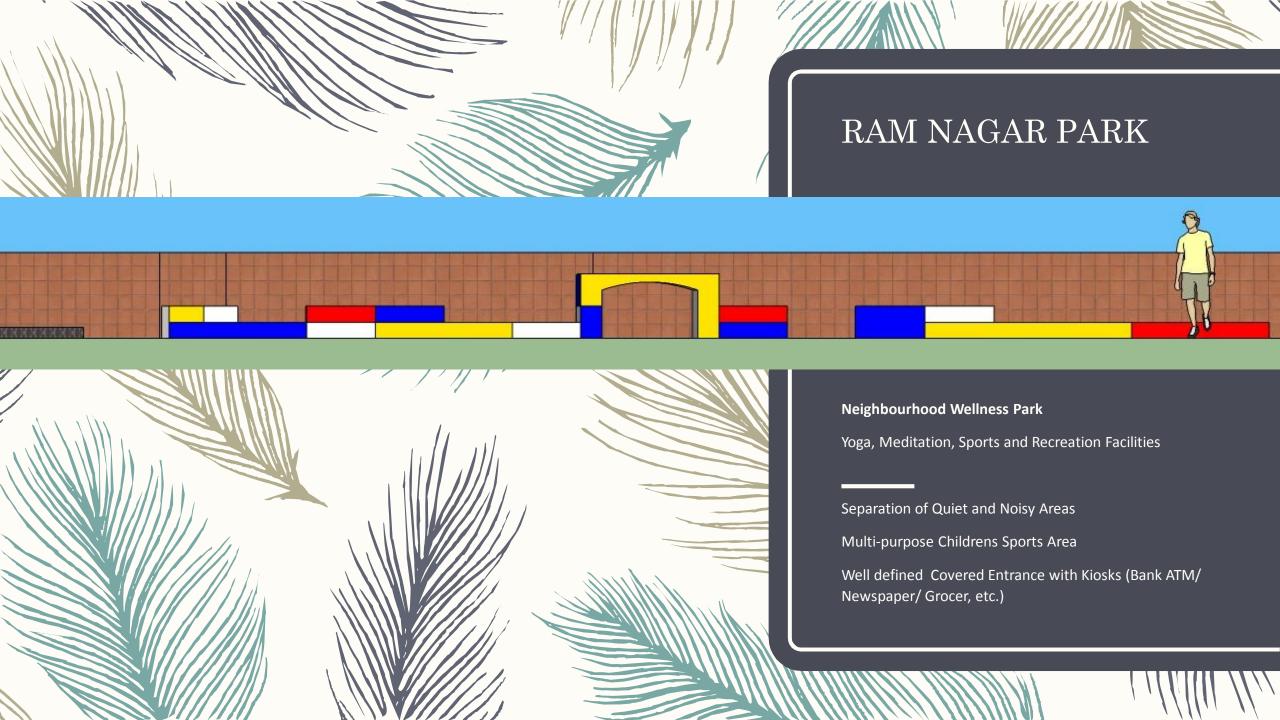
PROJECT MANAGEMENT CONSULTANT:

<u>IN JOINT</u> <u>VENTURE WITH</u> alm⊚ndZ the infrastructure specialist

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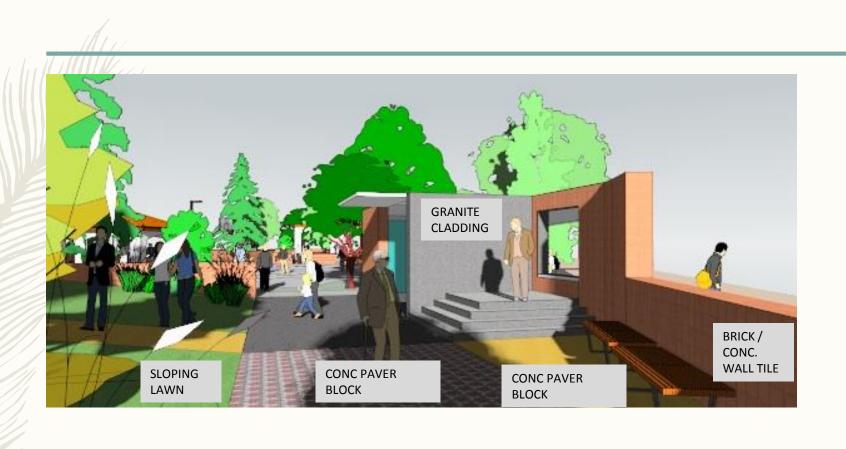
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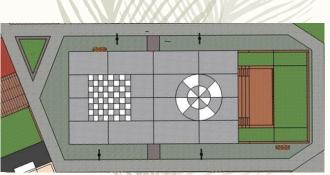




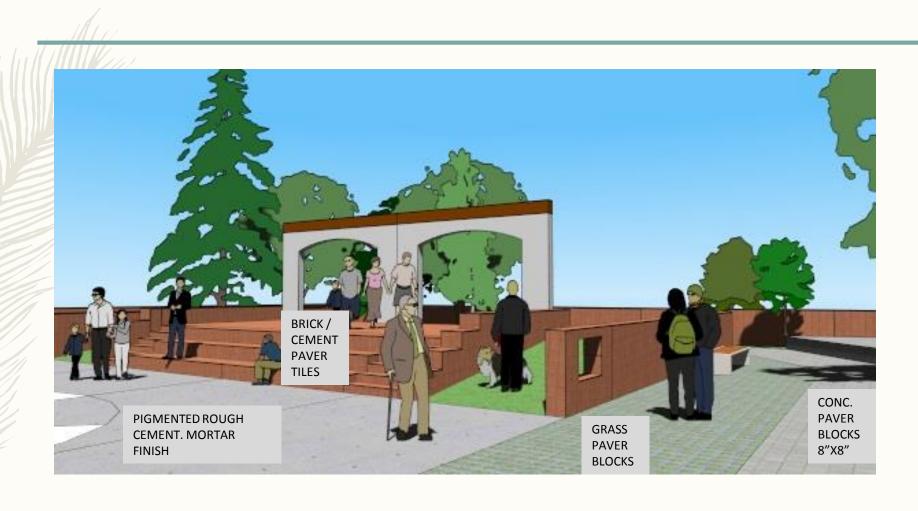


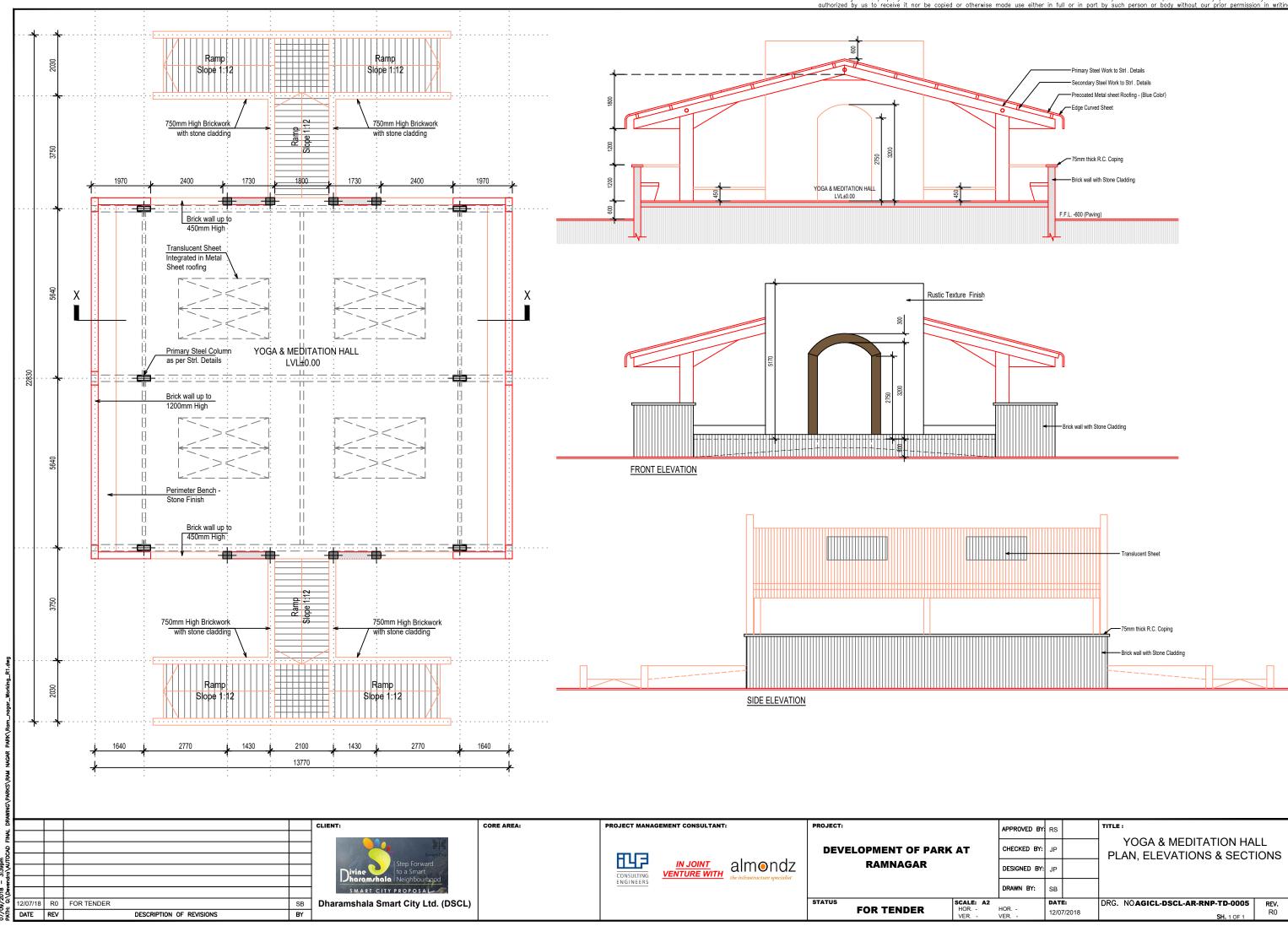
SPORTS AREA, GAZEBO AND AMPHITHEATRE

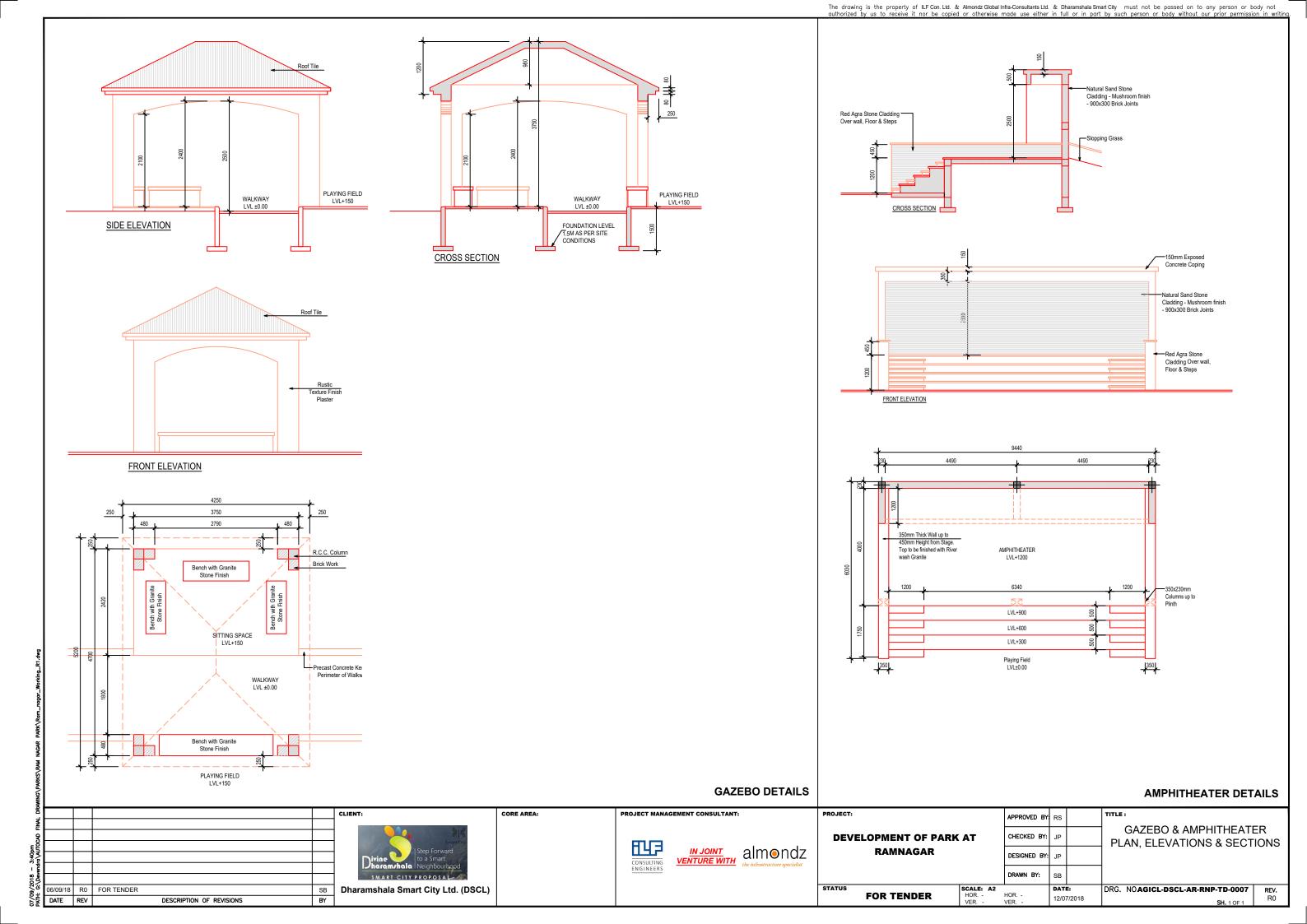


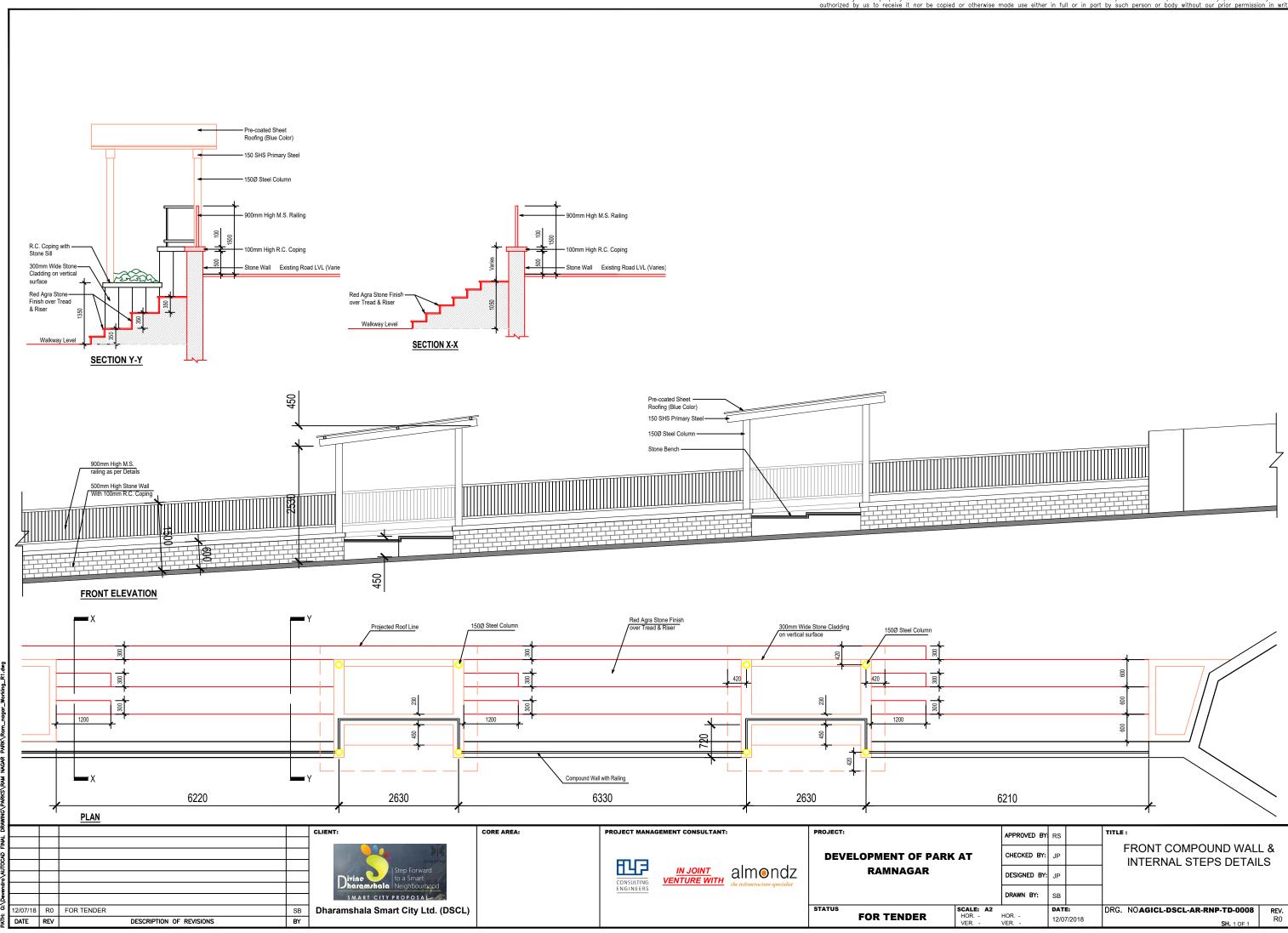


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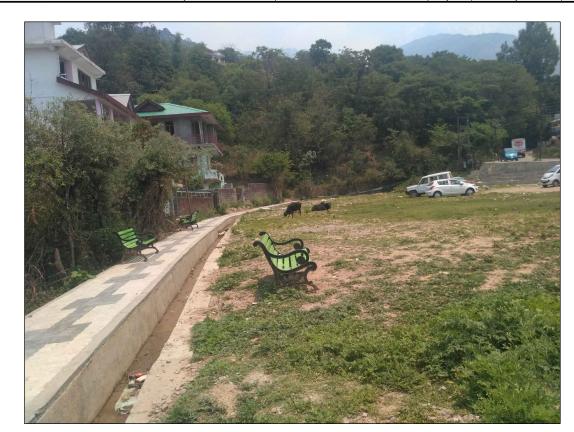














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Step Forward to a Smart Neighbourhand Smart City Ltd. (DSCL)

CORE AREA:

CONSULTING ENGINEERS

PROJECT MANAGEMENT CONSULTANT:



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		DRAWN BY:	DK				
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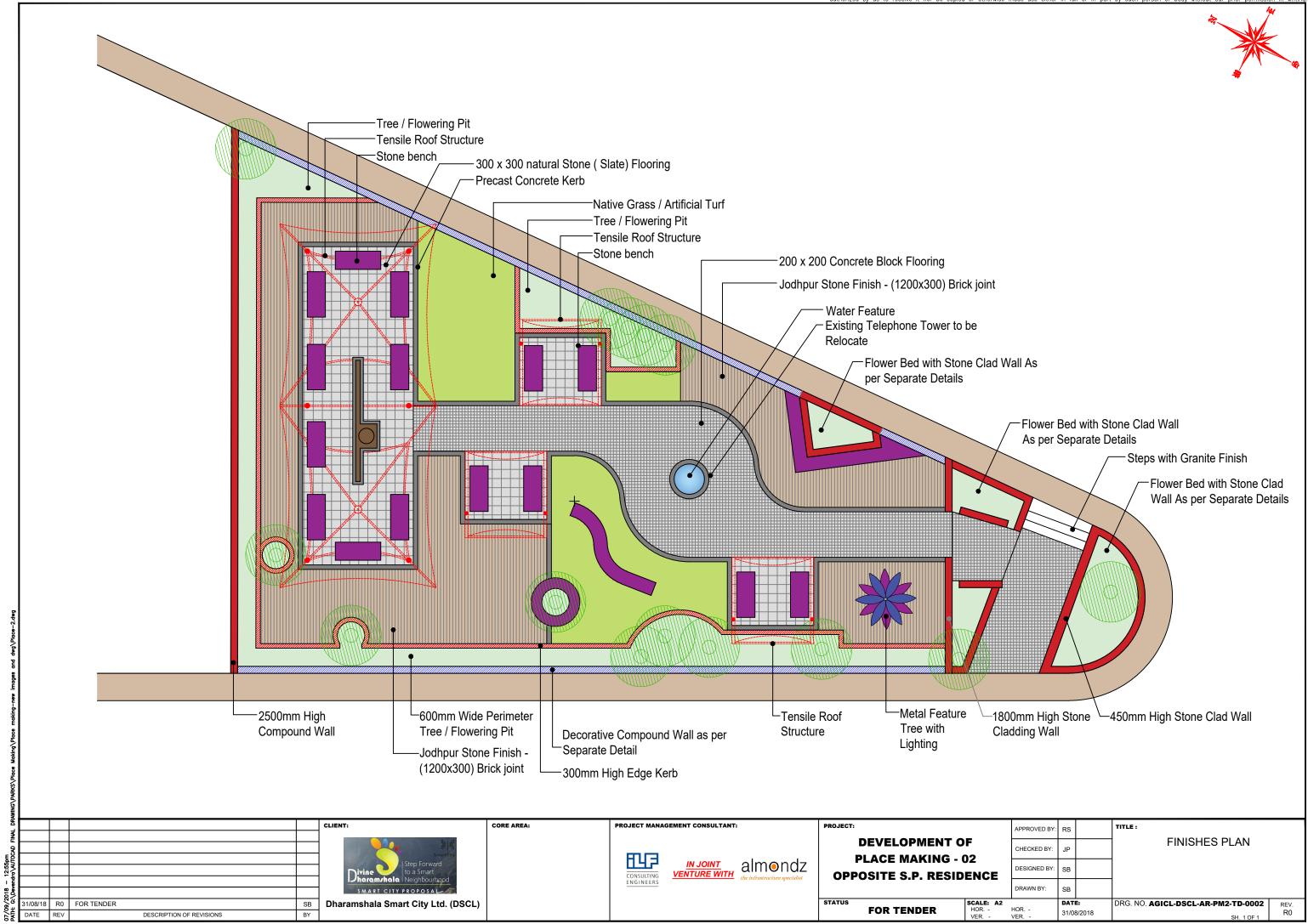
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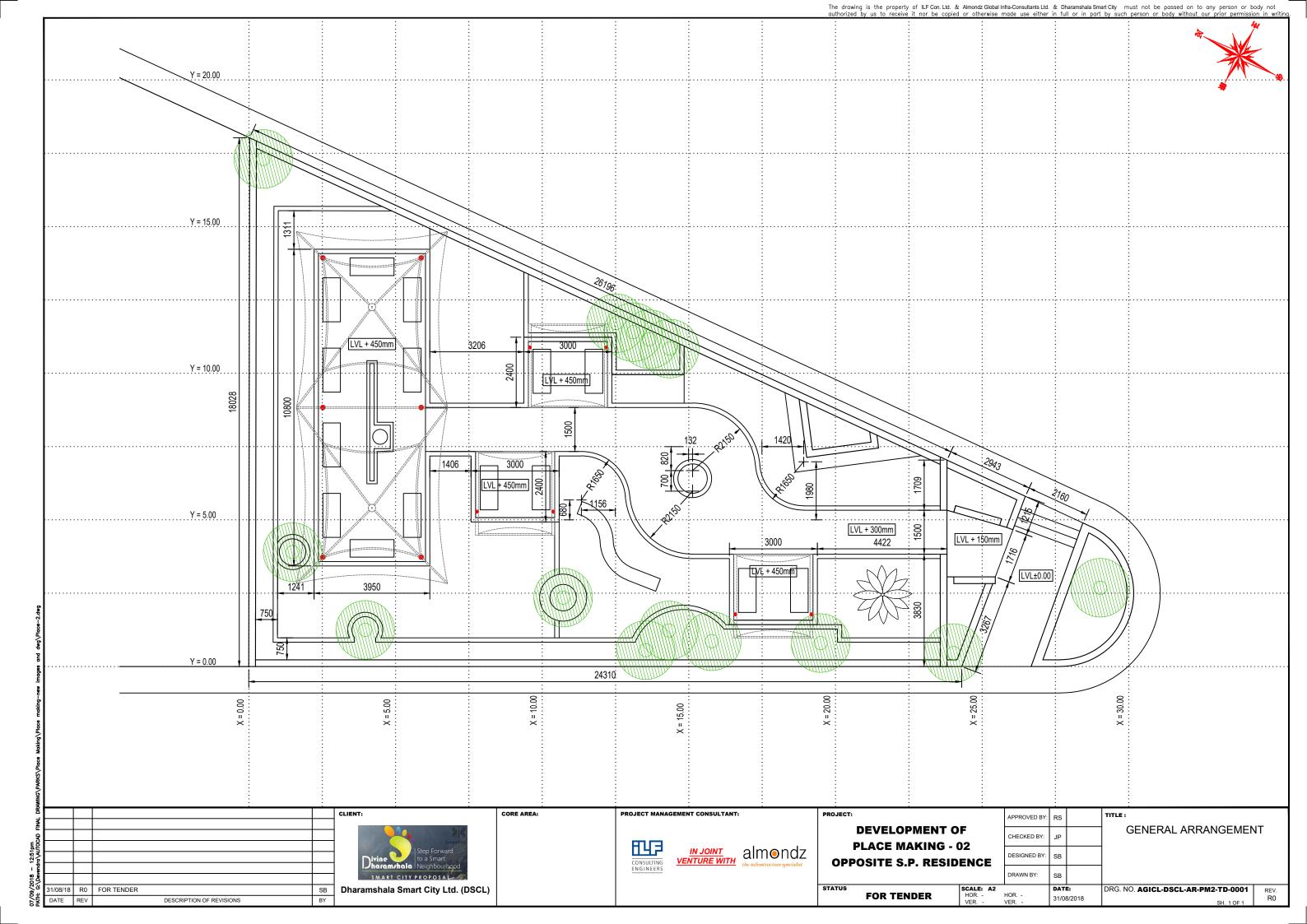
PLACE MAKING OPPOSITE S.P. RESIDENCE

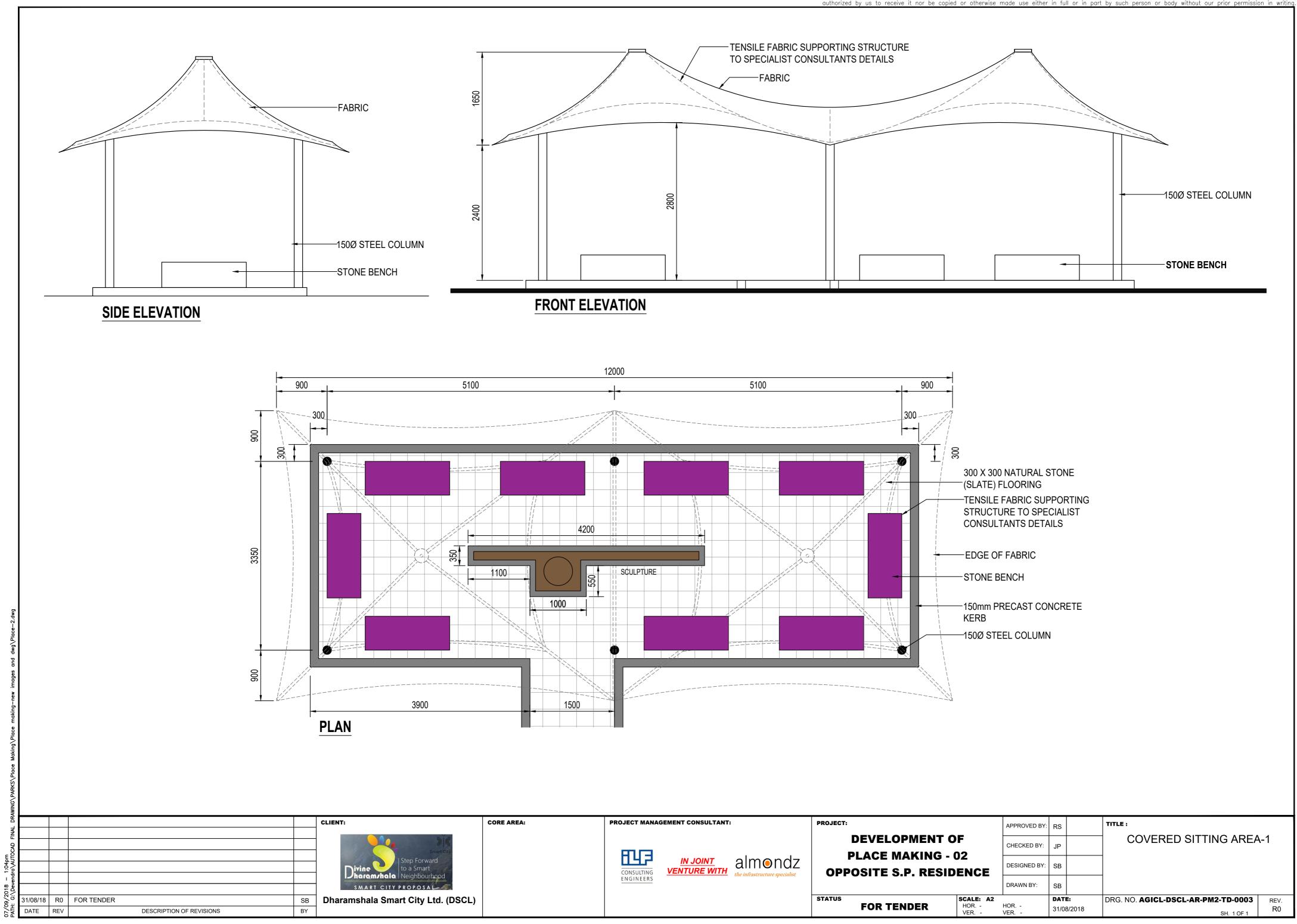












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Step Forward to a Smart Neighbourhand Smart City Proposal

CORE AREA:

CONSULTING

PROJECT MANAGEMENT CONSULTANT:



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DESIGNED BY:	DK			
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APPROVED BY:	DSCL		TITLE:	