

## SURAT SMART CITY DEVELOPMENT LIMITED

### (SMART CITY MISSION)

# Tender For

Design, Drawing, Construction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under “SMART CITY MISSION” on Engineering-Designing, Procurement and Construction (EPC) basis at Surat.

TENDER NOTICE (ON LINE) NO. GM(Engg)/SSCDL/Traffic/skywalk/24/2017-2018

### VOLUME - I TECHNICAL BID

Downloading of tender Documents	From 28/02/2018 to 15/03/2018 upto 17:00 Hrs.
Pre-Bid Meeting & time	09/03/2018 from 12.00 Hrs  Bidder shall have to post their queries on E-mail address <a href="mailto:exen.traffic@suratmunicipal.org">exen.traffic@suratmunicipal.org</a> on or before 08/03/2018 up to 17.00 hrs.  Venue of Pre Bid Conference – <b>Room no.88, SMC Main office, Mugaisara, surat, Gujarat</b>
Online Submission (Last Date)	On or before date 15/03/2018 upto 18:00 hrs
Submission of Tender fee & EMD  Original Demand Draft against Tender Fee and EMD and Original Affidavit's as mentioned in Tender Document. (Physical Submission only)	Upto 22/03/2018 till 17.00 hrs at the Office of “Chief Accountant, Surat Municipal Corporation (HQ), Muglisara. Surat – 395003 by R.P.A.D. / Speed post only”.

### CLIENT

Surat Smart City Development Limited, South Zone Vahivati Bhavan, Udhana Main Road, Opposite to Satya Nagar, Udhna, Surat, Gujarat 394210  
Phone 0261 227 8429

**NAME OF WORK :**

Design, Drawing, Construction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under “SMART CITY MISSION” on Engineering-Designing, Procurement and Construction (EPC) basis at Surat

**INDEX**

Section.No.	Description	Page No.
<b>Volume-1 - Part 1</b>		
1	Notice Inviting Tender	5
2	Bidding Data	9
3	Qualification Information	23
4	Reference Drawings	48
<b>Volume-1 - Part 2</b>		
5	Instruction to Bidders	51
6	General Instructions	59
7	Conditions of Contract (Draft Agreement)	69
	Article -1 Definitions and Interpretation	70
	Article-2 Scope of Project	77
	Article-3 Obligations of the contractor	91
	Article-4 Representations and warranties	93
	Article-5 Performance security and retention money	95
	Article-6 Right of way	97
	Article-7 Utilities and trees	98
	Article-8 Design and construction of the work	98
	Article-9 Quality assurance, monitoring and supervision	102
	Article-10 Completion certificate	123
	Article-11 Change of scope	130
	Article-12 Defects liability	131
	Article-13 SSCDL's Engineer	133
	Article-14 Payments	133
	Article-15 Insurance	136
	Article-16 Force majeure	138

	Article-17 Suspension of contractor's rights	138
	Article-18 Termination	139
	Article-19 Liability and indemnity	143
	Article-20 Labour laws	144
	Article-21 Safety code	148
	Article-22 Miscellaneous	151
	Article-23 Dispute resolution mechanism	157
8	Forms of Security and Contract Forms	159
9	Approved List of Banks	167
10	Memorandum	168
	<b>Vol – II Price Bid</b>	
	<b>Vol – III Employers Requirement and Technical Specifications</b>	
	<b>Vol – IV Drawings</b>	

# VOLUME - I

## Part -1

## Surat Smart City Development Limited (SSCDL)

Tender Notice (On line) No. **GM(Engg)/SSCDL/Traffic/skywalk/24/2017-2018**

**On line tender consisting of Request for Qualification cum Proposal ( Tender) duly super scribed are invited from Reputed Contractor's for Design,Drawing,Constuction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under "SMART CITY MISSION" on Engineering-Designing,Procurement and Construction (EPC) basis at Surat on or before the date as per details mentioned below.**

Tender Notice No.	(On line) No. GM(Engg)/SSCDL/Traffic/skywalk/24 /2017-2018		
Organization Name	SURAT SMART CITY DEVELOPMENT LIMITED (SSCDL)		
Department Name	Traffic Cell		
Name of Work	<b>Design,Drawing,Constuction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under "SMART CITY MISSION" on Engineering-Designing,Procurement and Construction (EPC) basis at Surat</b>		
Tender Type	Engineering-Designing,Procurement and Construction (EPC) basis(On line)		
Bidder Nationality	National Competitive Bidding (NCB)		
Product	Design,Drawing,Constuction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking		
Type of Contract	Single Work		
Bidding Currency	Single - Indian National Rupees.		
Joint Venture	Not Allowed		
Registration Class	Experienced & Financially Sound Contractors as per Tender		
Schedule of E-Tender	Downloading of Tender Documents	<b>From 28/02/2018 to 15/03/2018</b> up to 17:00 hrs.	
	Pre-Application Conference	Bidders shall have to post their queries on E-Mail address <a href="mailto:exen.traffic@suratmunicipal.org">exen.traffic@suratmunicipal.org</a> and _ on or before <b>08/03/2018</b> up to <b>17:00</b> Hrs.  The Pre Bid Meeting shall be held on <b>09/03/2018</b> at <b>12.00</b> Hrs. at Conference hall, Surat Smart City Development Limited, Main Office, Muglisara, Surat, Room No-88.	
	Last date of online submission of Tender documents (Request for Qualification cum Proposal documents, Duly signed & notarized inclusive of corrigendum if any), scan copy of DD of Tender Document fees and Bid Security along with duly filled & signed forms/Appendix with necessary supporting documents for qualification i.e Technical Proposal & Financial Bid	Shall be submitted online on or before Dt <b>15/03/2018</b> up to <b>18:00</b> hrs.	
	Submission of (original) Tender Document fee, Bid Security, Affidavit (Appendix-VI) (Physical Submission only)	Up to <b>22/03/2018</b> up to <b>17:00</b> Hrs. at the office of " <b>Chief Accountant, Account Department, Surat Municipal Corporation (H.Q.), Muglisara, Surat -395003</b> by Speed	

		Post / RPAD only.” In sealed cover duly super scribed with name of workand tender notice no.
	Opening of (Original) Hard Copy of Tender Document fees, Bid Security and Online Technical Bid only along with Eligibility and Qualification Submissions documents (i.e. Online Opening of uploaded Documents)	If possible on Dt. <b>23/03/2018</b> at <b>16:00</b> hrs.
	Bid validity period	120 days from date of opening of Price Bid
	Project Completion	As mentioned in Tender
Payment Details	Tender Document Fee	<b>Rs.18,000/-plus applicable GST 12%</b> In form of Demand Draft or Bankers Cheque payable in favour of “ <b>Surat Smart City Development Limited</b> ” Payable at Surat only.
	Bid Security	Rs. 14,60,000/- (Rupees fourteen lac sixty thousand only) - 50% of which (i.e. Rs. 7,30,000/-) shall be submitted in form of Demand Draft in favour of “ <b>Surat Smart City Development Limited</b> ” Payable at Surat.  - Balance 50% (i.e. Rs. 7,30,000/-) in the form of Bank Guarantee issued from any Nationalized bank of Surat branch acceptable to the Authority, as per format provided in Tender document.
General Terms & Conditions	<p>Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per information Technology Act. 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution. Bidders shall upload the tender documents after submitting the DD details for Tender Document fees details online. The Original Demand Draft toward Tender Document fees shall be submitted before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender. The intending bidders shall have to submit the following documents along with the Tender Document Fees. The Bidder should submit all the forms electronically only.</p> <p><b>DOWNLOAD OF TENDER DOCUMENT :</b> The tender Tender document for these work are available only in Electronic format which can be downloaded free of cost by the bidder.</p> <p><b>SUBMISSION OF TENDER :</b> Bidder shall submit their bid in electronic format on <a href="https://www.nprocure.com">https://www.nprocure.com</a> website on or before the scheduled date and time as mentioned, after Digitally Signing the same. <b>Bid</b> in physical form will not be accepted and any such bid if received by <b>Surat Smart City Development Limited</b> will be out rightly rejected.</p>	

	Bidder shall have to submit separate account payee DD for Tender Document Fee drawn in favor of “ <b>Surat Smart City Development Ltd, Surat</b> ”.
	<p><b>OPENING OF TENDER:-</b> The Tender Technical Bids only will be opened on the specified date &amp; venue. Bidders who wish to remain present at <b>Surat Smart City Development Limited</b> office, at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.</p>
Information for online participation	<p>(a) Internet site address for e-Tendering activities will be <a href="https://www.nprocure.com">https://www.nprocure.com</a></p> <p>(b) Interested bidders can view detailed tender notice and download tender document from the above mentioned website.</p> <p>(c) Bidders who wish to participate in online tender have to register with the website through the “New User Registration” link provided on the homepage. Bidder will create login id &amp; password of their own in registration process.</p> <p>(d) Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n)code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact - M/s (n)code solution 301, G.N.F.C. Info Tower, Near Grant Bhagwati Hotel, Ahmedabad 380 015 INDIA Tel: +91 079 - 26857316, 26857317, 26857318 URL:<a href="https://www.nprocure.com">https://www.nprocure.com</a></p> <p>(e) Bidders who wish to participate in e-Tender need to fill data in pre defined forms of tender documents ( Tender document) for Document Fees, Technical Bid of tender i.e. Eligibility and Qualification (Technical) Or Experience details and Financial Bid only.</p> <p>(f) Bidder should upload scan copies of reference documents in support of their eligibility and qualification of the bid.</p> <p>(g) After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</p> <p>(h) Bidder can also submit Tender documents (Request for Qualification cm Proposal document)s inclusive of corrigendum, if any) &amp; Reference Documents as instructed by tendering authority.</p>

**General Manager (Engg.)  
Surat Smart City Development Ltd**

## SECTION II - BIDDING DATA

The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instructions to Bidders and Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Tender Notice No.	<b>GM(Engg)/SSCDL/Traffic/skywalk/24/2017-2018</b>
Work No.	01
Bids to be submitted to	“Chief Accountant, Surat Municipal Corporation(HQ) Muglisara, Surat – 395003 by Speed Post/RPAD only.”
Name of Employer and Address	Surat Smart City Deveolpment Limited, South Zone Vahivati Bhavan, Udhana Main Road, Opposite to Satya Nagar, Udhna, Surat, Gujarat 394210 Phone : 0261 227 8429
Name of Work	Design, Drawing, Constuction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under “SMART CITY MISSION” on Engineering- Designing, Procurement and Construction (EPC) basis at Surat
Period of Completion	18 months including Monsoon.
Estimated Cost of Project	<b>Rs. 14,54,87,729/- (Rupees Fourteen Crore Fifty Four Lacks Eighty Seven Thousand Seven Hundred twenty nine only)</b>
Earnest Money(Bid Security)	Rs. 14,60,000/- (Rupees fourteen lac sixty thousand only) - 50% of which (i.e. Rs. 7,30,000/-) shall be submitted in form of Demand Draft in favour of “ <b>Surat Smart City Development Limited</b> ” Payable at Surat. - Balance 50% (i.e. Rs. 7,30,000/-) in the form of Bank Guarantee issued from any Nationalized bank of Surat branch acceptable to the Authority, as per format provided in Tender document.
Tender Fees	Rs. 18,000/- In form of Account Payee Demand Draft payable in favor of Surat Smart City Development Limited payable at Surat with bid submission.



Performance Security	10% of Contract Value.
Retention Money	6% from each Running bill subject to a maximum of 5% of contract price
Defect Liability Period	05 ( Five) years after issue of Completion Certificate.
Brief Scope of work	<p>The work to be carried out under this contract shall consist of various items as generally described in Tender Documents</p> <p>The works under Contract comprises the construction of Skywalk (Phase I) from Salasar Hanuman gate to Existing multilevel parking with probable access point at</p> <ul style="list-style-type: none"> <li>• At Salasar hanuman gate</li> <li>• At Mahavir textile market</li> <li>• At existing SMC multilevel parking</li> <li>• Near Shree Guru nanak dharmarth hospital</li> </ul> <p>All the access points will consists of one escalator, one elevator and staircase.</p> <p>The Work Shall be executed on Engineering-Designing, Procurement and Construction Basis. Details and drawings given in Tender document is for information purpose only and successful bidder shall undertake confirmatory survey for accuracy and completeness of data. It is in scope of successful Bidder to undertake all Site surveys, Geotechnical investigations, Underground Utility Survey and Scanning of the roads for utility shifting, obtaining all required approvals from the relevant authorities, Carry out Design and Drawings for all the components of the work as per Employers requirement and submit the same to client for review and approval, Prepare Good for Construction Drawings, submit maintenance manual to client for approval before start of Maintenance period.</p> <p>The successful bidder shall have to prepare and submit 'As Built Drawings' depicting the exact construction carried out on site, in soft and hard copy format.</p> <p>Statutory and other charges for getting various required approvals shall be in scope of Successful bidder. <b>The design of the Skywalk will have to be carried out by contractor as per the latest applicable IRC (Indian Roads Congress)/BIS (Bureau of Indian Standard) codes and shall have to be got approved from Proof Consultant (If required by Design R&amp;B Circle) and Design R&amp;B Circle, Govt of Gujarat Gandhinagar by the contractor.</b></p> <p>The scope of work also includes :</p> <p>1.1 Construction and completion of the following</p> <ol style="list-style-type: none"> <li>a. Site clearance, demolition works, earthworks, temporary works, traffic diversion, barricading the construction site, utility shifting and all ancillary works deemed necessary for the carrying out of temporary &amp; permanent construction works.</li> <li>b. . Work also includes removal of street furniture, , exiting signages, trees, if any in way of revised ROW, existing structures that obstruct the revised ROW as per instruction of SSCDL.</li> </ol>

	<p>c. Tree cutting (if any) as indicated in the drawings.</p> <p>d. All other works and services ancillary or related to the full completion of the Works in accordance with the Employer's requirements</p> <p>1.2 The Contractor shall ascertain, determine and verify the locations of all utility services by scanning the roads in the vicinity of the Works, and co-ordinate with utility agencies for the diversion of affected services The Contractor shall support and protect services that need not be diverted or pending diversion and remove all abandoned services. Contractor shall be responsible for relocation, reconstruction, reconfiguration of temporary and permanent drains, pipe conduits and necessary connections for public lighting and traffic lighting, earth works, turfing, environmental assessments, necessary safety measures and protection works, sewer lines etc</p> <p>1.3 The Contractor's responsibility for the design and build works includes the submissions to relevant government authorities / technical departments for obtaining all necessary clearances/approvals.</p> <p>1.4 The Contractor shall co-ordinate and interfaces his works with that of all other contractors, subcontractors, utility services, statutory authorities, etc. and achieve the completion of the Works to the satisfaction of the Engineer</p> <p>1.5 The Contractor shall verify the proposed road reserve, cadastral boundary and contract boundary and all dimensions on Site prior to submission of Tender. The Contractor is responsible for clarifying any discrepancy between the Drawings and actual condition on Site.</p> <p>1.6 The Contractor shall make good all works including road surfaces, drains, concrete slabs, gratings, kerbs, pavements, turfing, railing, fence, boundary wall, etc. affected or damaged during the course of construction, to the satisfaction of the Engineer. The costs of making good all these defects shall be borne solely by the Contractor and deemed included in his Contract Sum</p> <p>1.7 All works specified shall include the provision of all labour, tools, equipment, material, traffic control, transport and everything else necessary for the satisfactory completion of the Work by the Contractor to the satisfaction of the Engineer.</p> <p>1.8 Description of the Works involved in this Contract is given in the Specifications for the guidance of the Contractor. The Contractor shall be solely and fully responsible for investigating and ensuring the actual extent and nature of the Works comprised in this Contract prior to submission of his Tender.</p> <p>1.9 Construction, management and quality of the Works shall comply with the Drawings, Specifications and Employers requirement.</p>
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	<p>1.10 Detailed topographical survey of the project area using total station and auto level covering all existing features for full DP width including survey of approach roads for required length, constructing necessary masonry pillars, establishment of station points and TBM at various locations within project area and on masonry pillars.</p> <p>1.11 Taking 100mm dia. confirmative trial bores through all type of strata to sufficient depth for carrying out sub-soil investigations as per MORTH guidelines or as may be required by R&amp;B Design circle, Gandhinagar at foundation location of pier, staircase and at locations of solid approaches including collecting samples, conducting tests and submitting geotechnical investigation report in quadruplicate from geotechnical expert and recommendation of safe bearing capacity/ pile capacity at each foundation location &amp; obtaining approval of the Engineer.</p> <p>1.12 Preparation of traffic diversion plan, obtaining approval of the Engineer in charge as well as local traffic authority and implementing the same till completion of the project in consultation with the Engineer, traffic police authority and related other departments. Implementation of traffic diversion plan shall includes. The diversion road, existing road shall be maintained/ repaired by the contractor throughout construction period at his own cost. Contractor has to take necessary approval from concern police department during any diversion/closing the road for the work if required.</p> <p>1.13 Clearing and grubbing site/road/land including uprooting all vegetation, grass, bush shrubs, saplings and trees with girth, removal of stumps of trees of girth of all sizes including removing stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable materials as directed by Engineer with all leads and lifts etc. complete as per specification before commencement and after completion of the work.</p> <p>1.14 Marking of the centre line along longitudinal axis and etc with total station theodolite including making drawings and providing all soft copies as directed by engineer in charge. Detailed topographical survey of the project area using total station and auto level covering all existing features for full DP width including survey of all approach roads for required length of minimum 150m, constructing necessary masonry pillars, establishment of station points and TBM at various locations within project area and on masonry pillars. The work also includes maintaining at least one total station, 2 auto levels and 2 qualified surveyors till completion of the work, marking of proposed centre line, giving layout at various stages of work by using total station.</p> <p>1.15 Providing and installation of barricades including supplying, painting with retroreflective paint and fixing newly G.I.sheets of 24 SWG of 1.8 m height and M.S. posts angle 40 x 40 x 5 mm at 2.0 m c /c and dismantling the same after completion of work as directed by Engineer and as per site requirements. Contractor has to barricade entire work area except for openings of traffic flow. Contractor abides to re-fixation or realigned the</p>
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	<p>barricading as per the site requirement at any time during the execution. No separate payment shall be made.</p> <p>1.16 Taking trial pits/ trench minimum 1m wide at each foundation area in transverse and longitudinal direction for identification of underground utilities. The length of each trial trench shall be more than size of foundation in particular direction. The work also includes marking exact location (along with Northing, Easting, level and size) of each underground utility in the GAD. The work shall also include dismantling of various structures such as flexible pavement/PCC/RCC/PSC/ fencing/ masonry etc., refilling excavated portion with approved material including compaction in layers.</p> <p>1.17 Excavation in all type of strata and disposing the unserviceable material / excavated stuff to the location as directed by the Engineer to all leads and lifts.</p> <p>1.18 Providing and maintaining the well furnished site office for the Employer / Engineers representative / supervisory staff of employer. No separate payment for the same shall be made to the contractor and same shall be treated as incidental to the work. Establishment of fully equipped field laboratory, batching plant, casting yard and maintaining the same till the completion of project. All the concrete work shall have to be carried out by fully automatic batching plant with minimum output of 30 cu.mt per hour with each batch report printing facility and generally 4 Nos of transit mixer with minimum capacity of 6 cu mt in working condition.</p> <p>1.19 Preparation of structural Design and Drawings for the Skywalk and its access points including foundations, substructure, superstructure, miscellaneous items, temporary works such as staging, centering, shuttering etc. and obtaining approval of the Engineer-in-charge including getting the same Proof Checked from Proof Consultants appointed by the contractor. <b>The design shall also be got proof checked from Design Circle of R &amp; B Deptt. Gandhinagar, Govt. of Gujarat.</b> The fees of the Proof Consultant shall be borne by the contractor. All major components of design required to commence work shall be got approved within 6 months of issue of work order. The contractor shall follow the latest applicable codes. In case of any disagreement regarding the applicability of codes/codal provisions, the decision of Superintending Engineer, Designs(R&amp;B), Govt of Gujarat shall be final and binding to all. It will be the responsibility of the contractor to submit the Design Calculations and Drawings in the format required by the Proof checking authority. In case of the designs being done through software, the contractor will have to provide a licensed version of the same to the Proof checking authority. The design calculations shall cover all steps and all cases as required by the codes. SSCDL will not entertain any claim with regard to inaccuracy of data provided for bid purpose. <b>Proof checking charge of R&amp;B design circle, Gandhinagar shall be borne by SMC/Surat Smart City Development Limited.</b> Contractor shall have to appoint the proof check consultant at their own cost as detailed above for Design work.</p> <p>1.20 Soil bore log data is furnished in the General Arrangement Drawing for reference and tender purpose. The contractor has to work out the</p>
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	<p>necessary soil exploration on their own.</p> <p>1.21 Submission of “As-built” drawings, certified copy of design calculations, Maintenance Manual, Quality Assurance Manual, Standard formats for test report, items wise methodology of construction for entire work. As built post execution drawing and approved designs shall have to be submitted in five copies including soft copy by the contractor.</p> <p>1.22 All the quality and other document at site, Rate analysis of extra items (if any) will be done by contractor. PMC/Client will review and approve.</p> <p>1.23 Periodic inspection of work with the employer during Defect Liability Period (DLP). The contractor shall attend the defects if any and shall submit compliance report.</p> <p><b>1.24 Appointment of Safety Engineer exclusively for this work is obligatory. He should have a track record of working as a safety expert at bridge / flyover sites. The Erection Expert shall be appointed by contractor and he shall be a Bridge (Civil) Engineer with about experience in the field of Erection of centring, shuttering, roof etc. He shall prepare detailed stage-wise methodology of erection including drawings and get the same approved at least 60 days in advance before actual starting of the erection at the site. The safety aspects shall be highlighted in the methodology of Erection.</b></p> <p>1.25 List of brand/make for various product/material to be used for this work is enclosed in Vol –III technical specifications and also it is to clarify that the list is to be strictly adhered to. However in exceptional special cases others makes brand may be permitted subject to prior approval of Divisional Head upon written valid request with the justification. However the decision of Divisional Head shall be final, conclusive and binding to the contractor</p> <p>1.26 Collection and providing samples including transportation and carrying out tests on various constructional materials proposed to be used in the work. All tests as required as per provision of standard specifications and as suggested by Engineer in Charge and furnish test report/certificates from acceptable testing laboratories. All expenses shall be borne by the contractor.</p> <p>1.27 Giving programme of work to monitor progress of work and to sort out bottlenecks for lapses etc.</p> <p>1.28 All major components for design required to commence work shall be got approved within 6 months of issue of work order.</p> <p>1.29 Any other item of work not specifically provided in the contract but which is necessary being contingent in complying with the provisions of the contract.</p> <p>1.30 All safety measures, accident claims, damages, land for plant and machinery and site office, Necessary technical staff required, Police protection etc. shall be included.</p>
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	<p>1.31 The above all details are for guidance purpose and may change during execution as per site condition and requirements. The bore logs/soil investigation report and survey provide is only for guidance. The contractor may do their own survey and investigation to ascertain the soil strata.</p> <p>1.32 SSCDL will not entertain any claim in regards to inaccuracy of data provided for bid purpose.</p>
<p><b>Priority of Works and General Resonsibilities of Contractor</b></p>	<p>All material such as Manhole Frame cover, Street Pole, Street Furniture, underground cabling... etc obtained after Demolition / Removal / Shifting of Utilities shall be properly stacked at Designated location and handed over to SSCDL. On instruction of SSCDL such dismantled material ( C &amp; D ) waste shall be disposed off at location within City limits as approved by SSCDL. All the charges for Stacking and dismantling of such material shall be borne by the Contractor</p> <p>(1) In case of Damage to Service connections like drainage, Water supply, Gas , Telephone, Electric cables for the properties along the roads , the same shall be repaired / reinstalled by the Contractor at his own cost.</p> <p>(2) The Employer Surat Smart City Development Limited (SSCDL) reserves right to remove / decrease the Scope of Tendered Works. It is in Contractor’s obligation to execute the work as instructed by Surat Smart City Development Limited (SSCDL) and will not be compensated for such removal / decrease in scope of Tendered works.</p> <p>(3) Quantities mentioned in Bill of Quantity are approximate and the Contractor shall not be compensated for any increase or decrease in such Quantities .</p>

<p><b>Qualifying Criteria</b></p>	<p><b>A. Similar nature of Work :</b></p> <p>The bidder must have completed similar nature of work i.e. Construction of Flyover/ Foot over bridge /Railway Over Bridge/River Bridge/ Skywalk within last Seven financial years i.e. . for a period starting from 31/12/2010 and ending 31/01/2018</p> <p>One contract of Rs 11.64 Cr <b>(80% of the estimated cost)</b></p> <p>Or</p> <p>Two contracts of Rs 7.28 Cr each <b>(50% of the estimated cost)</b></p> <p>Or</p> <p>Three contracts of Rs 5.82 Cr each <b>(40% of the estimated cost)</b></p> <p><b>B. Turn Over</b></p> <p>The average annual financial turnover during the last 3 years ending 2016-17 should not be less than Rs 4.37 Cr</p> <p><b>C. Construction Experience in Key Activities ( Physical Criteria) :</b></p> <p>I. <u>Executed Structural steel fabrication and erection work of 75 MT in a single project within last seven years i.e</u> for a period starting from 31/12/2010 and ending 31/01/2018</p> <p>II. <u>Completed M20 grade and above Grade of concrete work of Quantity 1,350 cum in a single project within last seven years i.e</u> for a period starting from 31/12/2010 and ending 31/01/2018</p> <p>III. <u>Completed Roofing Structure of Quantity 4,250 sqm in a single project within last seven years i.e</u> for a period starting from 31/12/2010 and ending 31/01/2018</p> <p>Attested copies of completion certificates for each completed work from the client mentioned above shall have to be attached.</p> <p><b>Note:</b> If the Main Contractor is not having Construction experience in key activities (physical criteria) as mentioned above, then they should get the specialized works executed through nominated sub-contractor duly approved by the Engineer In charge of SSCDL. Main Contractor must meet requirement of atleast one Key activity. The Bidder should submit MOU on Stamp paper with Nominated Subcontractor meeting the qualification criteria as mentioned above.</p> <p>The main contractor will submit all credentials of nominated sub-contractor for approval to the Engineer In charge of SSCDL.</p> <p><b>D. Solvency Certificate of Nationalized Bank.</b></p> <p>Solvency Certificate of Nationalized Bank for Rs. 5.82 Crores. (Not older than six months)</p>

	<p>AND</p> <p>The Contractors / Companies having registration of “AA” Class OR Special Category Bridge “I” issued by any Central/State Government or Equivalent &amp; who have a certificate of registration with Employees Provident Fund Organization</p> <p>C) In view of the latest circular of IT Department IT clearance certificate is not required. However the contractor shall submit copy of the PAN card.</p>																								
	<p>It is further to clarify that if any of work(s) is/are on hand with the applicant, but if the amount of the work done at the site is more than 90% of the total Project / Tender cost as on <b><u>Last date of Submission of Tender document</u></b> then those work(s) will also be taken into consideration while evaluation.</p> <p>Following enhancement factors will be used for the cost of works executed and the financial figures to a common base for the value of the works completed in India.</p> <table border="1" data-bbox="584 927 1192 1234"> <thead> <tr> <th>Sr.No</th> <th>Year</th> <th>Enhancing factor</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2016-17</td> <td>1.00</td> </tr> <tr> <td>2</td> <td>2015-16</td> <td>1.10</td> </tr> <tr> <td>3</td> <td>2014-15</td> <td>1.21</td> </tr> <tr> <td>4</td> <td>2013-14</td> <td>1.32</td> </tr> <tr> <td>5</td> <td>2012-13</td> <td>1.46</td> </tr> <tr> <td>6</td> <td>2011-12</td> <td>1.61</td> </tr> <tr> <td>7</td> <td>2010-11</td> <td>1.77</td> </tr> </tbody> </table> <p>Applicant should indicate actual figures of costs and amount for the works executed by them in the schedule without accounting for the above-mentioned factors.</p>	Sr.No	Year	Enhancing factor	1	2016-17	1.00	2	2015-16	1.10	3	2014-15	1.21	4	2013-14	1.32	5	2012-13	1.46	6	2011-12	1.61	7	2010-11	1.77
Sr.No	Year	Enhancing factor																							
1	2016-17	1.00																							
2	2015-16	1.10																							
3	2014-15	1.21																							
4	2013-14	1.32																							
5	2012-13	1.46																							
6	2011-12	1.61																							
7	2010-11	1.77																							
<p>Bid Capacity :</p>	<p>Availability of Bidding Capacity should be atleast equal to INR Rs 14.90 Crore. The bidding capacity shall be worked out by the following formula: <b>Bidding Capacity = [2AN-B]</b> Where,</p> <p><b>A</b> = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress. <b>N</b> = Number of years prescribed for completion of work for which bids has been invited. <b>B</b> = Value of existing commitments and ongoing works and LOI issued to be completed During the period of completion of work for which bids have been invited</p>																								
<p>Joint Venture</p>	<p>Not allowed</p>																								
<p>Water Charges</p>	<p>Surat Smart City Development Limited shall not provide any water for the construction Period or any other purpose for the said works. The contractor shall have to make his own arrangements for supply of water,. However in any case, the quality of water shall meet with the standard requirements.</p>																								



Project Milestones	Mile Stone No.	Duration from the date of issue of Notice to Proceed with the work	Financial Target (% of contract value)
	1	Submission of soil investigation report, design and drawings and getting approval of same from Employer – With in Two months	10%
	2	Completion of Foundation works including all footings..etc – With in Seven and Half months	40%
	3	Completion of Superstructure works piers, architectural finishes ..etc – within 12 months	70%
	4	Completion of Roofing structure including all electrical, Escalators, Lifts and all miscellaneous works – within 18 months	100%
Liquidated Damages	<p>In event of these Milestones not having being achieved, an amount computed at 0.2% of Remaining Amount of Work per day subject to a Maximum of 10% of Total Contract Value shall be retained.</p> <p>Liquidated Damages shall start being retained as per contract on value of Remaining work on not achieving intermediate Milestones 1,2,3.</p> <p>The Liquidated damages shall be released without interest or charges if contractor achieves Milestone 4 before completion of approved time limit including extension of time limit, if approved.</p>		
Bid Language	English		
Country	INDIA		
Currency	India Rupees (INR)		
Design Criteria	The Drawing attached with tender are for reference only. The design shall be carried out as per latest I.S. Codes and As per Employers Requirement as mentioned in Tender Document		
Design Codes Applicable	Latest IS codes published by Bureau of Indian Standards (BIS) and all other relevant codes shall be applicable		
Criteria for selection of Design Consultants	Design of each and every component of the Skywalk as well as access points will be carried by the contractor through a Design consultant of repute (only consultants empanelled/approved by the Ministry of Road Transport and Highways, Govt. of India under relevant category OR consultants empanelled / approved by R&B Department, Govt. of Gujarat OR consultants empanelled/approved by Surat Smart City Development Limited.		
Insurance	<p>The contractor shall take " contractors all risk insurance policy" for the estimated cost of the Project viz. "Rs.14.90 Crore" Workmen compensation policy" for all workers and labours of contractor and client working at site and "Third Party Insurance Policy" to fully cover all third party type risk.</p> <p>All the insurance policies shall remain in force ,upto the completion of two (2) years from the date of possession/from the date of the inaugural function i.e date of completion of all works as instructed by Engineer-in-Charge.</p> <p>The insurance policy so taken by the contractor for such purposes shall be in the joint name of the contractor and the client and the policy shall be deposited with the client.</p> <p>The Contractor All Risk (CAR) policy with third party insurance shall be submitted for completion of Construction period.</p>		

Bid validity period	120 days from the opening of the price bid
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### SECTION III - QUALIFICATION INFORMATION

1. Copies of original documents defining the **constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder**
2. Technical qualifications and experience of the proprietor or partners and leading technical employees in the firm (Statement-C)
  - (a) Name:
  - (b) Qualification:
  - (c) Status:
  - (d) Experience in years:
  - (e) From which date appointed in this firm, in case of employee:
  - (f) Date of joining the firm:
3. Whether the applicant maintains an office capable of preparing bills (Give Address):
4. Details of workshop, machines tools and plant held by the Applicant, as prescribed in Statement "J" precise number/quantum of equipment has to be mentioned.
- 4A . Similar works completed in last 5 years . Statement – "A"
- 4 B Construction Experience in Key Activities ( Physical Criteria) Statement "A-1"
- 4c. Statement showing the similar works on hand / in progress Details shall be furnished in prescribed Statement –"B" N.B. Attested copies of work order from the client shall be attached for each of the work mentioned
5. Whether enlisted in any other dept./ organization if so, which class showing amount qualified to tender:
6. Total Turnover of the firm per year with adequate documents for last 3 years  
(The details shall be furnished in prescribed Statement –D)
  - (i) Rs. \_\_\_\_\_
  - (ii) Rs. \_\_\_\_\_
  - (iii) Rs. \_\_\_\_\_
7. Balance sheets with profit and loss statement for the last five financial years duly certified by Chartered Accountant along with auditor's report. (Attested copies shall be attached)
8. Has the applicant or his partners or share holders been black listed in the past by any Government department of any other body:
9. Details of work if any abandoned by the Contractor
10. Name of the Bank of which solvency certificate attached for a sum of **Rs.3 Crores**
11. Date of submission of application:
12. Details about Tender Fee of Rs.18,000/- as application fee (Non-refundable) :
13. Amount in arrears if to be paid to Government as per the demand from any Government Department or Corporation:

14. Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute.

**15. DECLARATION**

1. I / We hereby certify that I / We am/are not partner(s) in the firm(s) blacklisted or connected with firm blacklisted in any State, C.P.W.D., M.E.S., or Railways or any Corporation:
2. At present I/We am/are partner(s) in the following firms which is/are registered as approved contractor(s), firm(s) in any State, C.P.W.D., M.E.S., or Railways:
3. We, the partners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities over and above the business of this firm and make good the above financial loss sustained by the Surat Municipal Corporation as a result of our abandoning the works entrusted to us i.e. this firm:  
(Partnership firm, all partners are required to sign)

Signatory's Name

Place :

Date:

General Manager (Engg)  
Surat Smart City Development Limited

### **BID CAPACITY**

1. The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

**Bidding Capacity = [2AN-B]** Where,

**A** = Maximum value of construction works executed in any one year during the last five Year staking into account the completed as well as works in progress.

**N** = Number of years prescribed for completion of work for which bids has been invited.

**B** = Value of existing commitments and ongoing works and LOI issued to be completed During the period of completion of work for which bids have been invited.

2. The initial criteria prescribed above in respect of experience of similar class of work completed, bidding capacity and financial turnover etc. will first be scrutinized and the bidder's eligibility for the work to be determined.
3. In case any agency is L1 (First Lowest) in more than two works, SSCDL reserves the rights to allot the work to second lowest at the price of first lowest without any prejudice.
4. The Chairman of Surat Smart City Development Limited reserves the right to sanction / not sanction the work of more than two packages to any single bidder even if bidder is lowest and with adequate bidding capacity.
5. The Chairman Surat Smart City Development Limited also reserves the right to reject any application /tender .Without assigning any reason whatsoever therof.

Place :

Date:

General Manager (Engg)  
Surat Smart City Development Limited

### STATEMENTS

The bidders qualifying the initial criteria will be evaluated for the following criteria and the said details to be submitted on prescribed forms appended with tender documents whose brief details are as under:

i) Statement showing the similar works completed in the last seven years. i.e. for a period starting from 31/12/2010 and ending 31/01/2018	Statement A
ii) Statement showing the details of work of Construction Experience in Key Activities ( Physical Criteria ). i.e . for a period starting from 31/12/2010 and ending 31/01/2018	Statement A-1
iii) Statement showing the similar works on hand / in progress. i.e. for a period starting from 31/12/2010 and ending 31/01/2018	Statement B
iv) List of Main Technical Staff Employed by the firm on Date	Statement C
v) Details of Financial Information	Statement D
vi) Statement of Bankers Certificate from a Nationalized Bank	Statement E
vii) Projects Under Execution Or Awarded/Loi Issued.	Statement F
viii) Performance report of works referred in form C & D should be duly authenticated/certified by an officer not below the rank of EE or equivalent should be furnished separately for each work completed or in progress	Statement G
ix) Details of structure and organization	Statement H
x) Details of technical & administrative personal to be employed for the work	Statement I
xi) Details of construction Plants, equipment etc. likely to be used in carrying out this work.	Statement J
xii) Litigation Details	Statement K
xiii) Site visit certificate	Statement L
xiv) Intended brand by Contractor	Statement N

### Surat Smart City Development Limited

#### STATEMENT - A

Statement showing the similar works completed in the last seven years.  
i.e. for a period starting from 31/12/2010 and ending 31/01/2018

Sr.No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to tender	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work completed	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay in completion of work	Remarks
						Target Date	Completion Date		Original Y M	Extended Y M			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

**Note : -(1) Attested Copies of Work Order and Completion Certificates from issuing authority have to be attached.  
(2) It is mandatory to furnish details in this format only.**

Signature of contractor

**Surat Smart City Development Limited**

**Construction Experience in Key Activities ( Physical Criteria )**

Sr.No	Name of work	Cost of work in Rs. Lakhs	Work completed/ in progress	Particulars of item	Unit	Qty in tender	Executed Quantity
				Completed M20 grade and above Grade of concrete work of Quantity 1,350 cum in a single project within last five years i.e for a period starting from 01/04/2010 and ending one month prior to Bid Submission Date			
				Completed Roofing Structure of Quantity 4,250 sqm in a single project within last five years i.e for a period starting from 01/04/2010 and ending one month prior to Bid Submission Date			
				Executed Structural steel fabrication and erection work of 75 MT in a single project within last five years i.e for a period starting from 01/04/2010 and ending one month prior to Bid Submission Date			

For each Key Activities (Physical criteria) Statement A2 shall be submitted by the contractor duly signed by the employer. Statement A2 shall clearly mention the particulars of required Key Activities and Should be duly authenticated/certified by an officer not below the rank of EE or equivalent

### STATEMENT – A-2

Statement showing the details of Construction Experience in Key Activities ( Physical Criteria )  
i.e. for a period starting from 31/12/2010 and ending 31/01/2018

Sr.No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to tender	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work completed	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay in completion of work	Remarks
						Target Date	Completion Date		Original Y M	Extended Y M			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

**Note : -(1) Attested Copies of Work Order and Completion Certificates from issuing authority have to be attached.  
(2) It is mandatory to furnish details in this format only.**

Signature of contractor



### Surat Smart City Development Limited STATEMENT - B

Statement showing the similar works on hand / in progress.

i.e. for a period starting from 31/12/2010 and ending 31/01/2018

Sr.No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to tender	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work done	Time limit in year and months		Reasons for delay in completion of work	Remarks
						Target Date	% Progress till Date		Original Y M	Extended (if any) Y M		
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11

**Note : -(1) Attested Copies of Work Order and detail progress Certificates from issuing authority have to be attached.**

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

Signature of the Contractor:-

**Surat Smart City Development Limited STATEMENT - C**

List of Main **Technical Staff** Employed by the firm on Date

Sr.No.	Name	Designation	Educational Qualification	Experience in the field	Duration of Service in the firm
1					
2		Design Manager ( Graduate Engineer)			
3		Project Manager – Multidisciplinary ( Graduate Engineer )			
4		Senior Site Engineer			
5		Junior Site Engineer			
6		Electrical Engineer			
7					
8		Quality Control Engineer			

Place :

Signature of the Contractor

Date :

with full address

**Note : -(1) Attested Copies of Educational & experienced Certificates attached.**

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

Enclosure : -1) Photograph

2) Educational Certificates

3) Experience Certificates

## STATEMENT - D

### FINANCIAL INFORMATION

Financial analysis, Details to be furnished duly supported by figures in balance sheet / profit and loss account for the last five years duly certified by the Chartered accountant, as submitted by the applicant to the income Tax Department copies to be attached.

### General Construction Experience Record

All individual firms are requested to complete the information in this form with regard to the management of Works contracts generally. The information supplied shall be the annual turnover of the Applicant, in terms of the amounts billed to clients for each year for work in progress or completed. A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, employer and other relevant details.

Sr.No	Description of Item	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
i.	Gross annual turnover on Construction work.							
ii.	Annual Net worth							
iii.	Profit/loss							
iv	Financial arrangements for carrying out the proposed work.							
v	Solvency certificate from bankers of applicant. Form 'B'							
vi.	Tax clearance certificate under the relevant act							

Note : 1. Figures to be taken from audited balance sheets.

2. Copies of the balance sheet to be attached

3. The bidder shall have to provide that for a period of at least 4 months the bidder has ability to sustain negative cash balance and how he proposes to meet with the same.

4. Cash Plan / Cash flow Statement.

**Signature of the Bidder**

**Name & Designation of the bidder**

**Name of company**

**Rubber stamp of company**

**Date**

Sign.of Chartered Accountantwith seal.

## STATEMENT - E

### FORM OF BANKERS CERTIFICATE FROM A NATIONALIZED BANK

(solvency certificate from a schedule bank)

This is to certify **to** the best of our knowledge and information that M/S /Sh. \_\_\_\_\_ having marginally noted address, a customer of our bank are/is respectable and can be treated financially capable of any engagements up to a limit of

INR \_\_\_\_\_ (INR \_\_\_\_\_)

Though this certificate is issued without any guarantee or responsibility on the bank or any of its officers, it is based on careful opinion formed taking care of financial conduct of their transactions through the bank.

(Signature) For the Bank

#### **NOTE:**

1. Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**STATEMENT - F**

**PROJECTS UNDER EXECUTION OR AWARDED/LOI ISSUED.**

**TILL LAST DATE OF SUBMISSION OF TENDER**

Sr. No	Name of work/ Project . And location.	Owner or sponsoring organization	Cost of work in Crores.	Date of Commencement As per contract	Stipulated date of completion.	Up to date amount of the work executed (INR)	Slow progress if any & reason thereof.	Name & address/ telephone of officer to whom reference may be made.	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that above list of works are under execution or awarded/LOI issued and the information given is correct to my/our knowledge and belief

Signature of Applicant(s)

## STATEMENT - G

### PERFORMANCE REPORT OF WORKS REFERRED TO IN FOR “A, A1&B”

1. Sr No.
2. Name of work/Project and Location
3. For Flyover / ROB/ Skywalk works:
  - i)
4. Agreement No.
5. Client name:
6. Amount of Work:
7. Date of Starting of project:
8. Stipulated date of completion:
9. Actual date of completion:
10. Completion cost:
11. Justification for Delay, if any:
12. Amount of compensation
  - a. Levied for delayed completion if any
  - b. Amount of reduced rate items, if any
13. Litigation tendency:
14. Feedback from client:
 

(i) Quality of work	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(ii) Finance Soundness	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(iii) Technical Proficiency	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(iv) Resourcefulness	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(v) General behavior	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor

Third party feedback, if any:-

**Signature of applicant**

**Signature & stamp of client**

**Note:** This Form shall be submitted notarized and scan copy of each work entered shall be uploaded.

## STATEMENT – H

### DETAILS OF STRUCTURE & ORGANISATION

1.	Name & address of the applicant	
2	Telephone No./Telex No./Fax no.	
3	Legal status of the applicant(attach copies of original document defining the legal status(s). (a) an individual. (b) A proprietary firm (c) A firm in partnership (d) A limited company or corporation.	
4	Particulars of Registration with various Government bodies (attach attested photocopy). (a) Registration number. (b) Organization/Place of Registration 1. 2. 3.	
5	Name and titles of Directors & officers with designation to be concerned with this work.	
6	Designation of individuals authorized to act for the organization.	
7	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so give the name of the project and reason of suspension of work.	
8	Has the applicant or any constituent partner in case of partnership firm ever abandoned the awarded work before its completion? If so, give name of the project and reason for abandonment.	
9	Has the applicant or any partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so give details.	
10	Has the applicant or any constituent partner in case of partnership firm ever been convicted by court of law? If so, give details	
11	In which field of Civil engineering construction you claim specialization and interest.	
12	Any other information considered necessary but not included above.	

**STATEMENT – I**

**DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

Sr. No	Designation	Total number	Number available for this work	Name	Qualification.	Professional experience of details of work carried out.	How these would be involved in this work.	Remarks
1	2	3	4	5	6	7	8	9

Sign of the applicant



### STATEMENT – J

#### Detail of Construction, Plant & Equipment Likely to be used in Carrying out the Work

Sr. No	Name of equipment		
1	2	3	
1	J.C.B. or excavator		
2	Concrete batching plant fully automatic of min 30 M3/hr capacity Age: Not more than 5 years).		
3	Digital weight Batch Machine		
4	Concrete pump		
5	a)Concrete transit mixer b)Other equipment for transportation of concrete mix.		
6	Goods cum Lift for minimum capacity of 300 Kg.		
7	Shuttering (Steel formwork)		
8	Steel props (with accessories)		
9	Extended span or beams with accessories		
10	Vibrator (Needle) + Surface vibrator (Operating with electricity) +Diesel vibrator		
11	Water Tanker		
12	Trucks / Dumpers		
13	Standard Testing Laboratory (As prescribed)		
14	Crane		
15	Pump & Motor		
16	Generator		
17	Rock Breaker with Excavators		
18	Crane for Launching of Superstructure		
19	All workshop equipments and gauges for Structural fabrication like welding machines, cutting machines, drilling machines, bending machines etc		
20	Vibratory rollers		

**Note :** - Ownership proof shall have to attach

Place :

Signature of the Contractor with full address

Date :

## STATEMENT – K

### LITIGATION DETAILS

**Name of applicant / or parties ::**

Applicant should provide information on any History of litigation or arbitration resulting from contracts executed in last five years or currently under execution:

Sr. No.	Year	Award for/against Applicant	Name of client, cause of litigation & matter of dispute	Disputed Amount in INR	

**NOTE:-**

1. The above information shall be supported with necessary documents otherwise the same shall be treated as null & void.
2. If the information to be furnished in this schedule will not be given & come to the notice subsequently will result in disqualification of bidder.

**Sign of the applicant**

## STATEMENT – L

### Site Visit Certificate

I/we \_\_\_\_\_, authorized representative of M/s \_\_\_\_\_ have visited the site of the proposed;

**Design, Drawing, Constuction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under “SMART CITY MISSION” on Engineering-Designing, Procurement and Construction (EPC) basis at Surat**

We have inspected and evaluated the works as mentioned in Tender document with reference to its location, topography, soil conditions, shifting of services, and all other works as mentioned in tender document. We have understood the Scope of Work and shall carry the work as per Tender terms and Conditions. We have submitted this offer after satisfying ourselves about the local site conditions, local costs, etc.

**Sign of the applicant**

To be given on Non-judicial stamp paper of **Rs 100 duly** signed by authorized notary

**STATEMENT – N**

**Intended brand by Contractor**

**Contractor shall mention the intended brand from the List of Approved makes mentioned in Tender Document**

Sr.No.	Item	Intended brand by Contractor

**Seal & Sign of the applicant**

### UNDERTAKING

Photographs			
Name			
Designation			
Specimen Signature			

#### **Names, Photographs and Specimen Signature of Partners, Managing Director**

1. I/We agree that the decision of the Surat Smart City Development limited in prequalification/ selection of applicants/contractor, Phasing of work and in any other project related matter, will be final and binding to me/us.
2. All the information and data furnished here with are correct to my/our best of knowledge.
3. I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.
4. I/We agree to submit signed and sealed original tender documents or qualification formats and other documents intimation from Surat Smart City Development limited.

Signature with seal of the company

**NAME OF WORK :** Design, Drawing, Constuction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under “SMART CITY MISSION” on Engineering-Designing, Procurement and Construction (EPC) basis at Surat

**‘DECLARATION OF THE CONTRACTOR’**

- I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions including all materials and labour on which I / We have based my / our rates for this tender.
- The specifications and leads on this work have been carefully studied and understood before submitting this tender.
- I / We undertake to use only the best materials approved by the Engineer or his duly authorized representative during execution of the work and to abide by the decision.
- I/We undertake to best workmanship/line-level/plumb etc. during execution of the work and to abide by the decision.
- I/We have understood the schedule of payments and other terms of payments which is accepted by we/us .
- We further testify all informations provided in the Tender including the statements made from Statement A to Statement N are factually correct and any mis representation or concealment if discovered, we understand the same shall result in disqualification as Bidder and the decision of The Chairman Surat Smart City Development Limited shall be final and binding.

Signature of Applicant

**AFFIDAVIT \***

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

\_\_\_\_\_  
Signed by an Authorized Officer of the Firm

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
To be given on Non-judicial stamp paper of **Rs 100 duly** signed by authorized notary. \*

**AFFIDAVIT**

**NAME OF WORK:-** Design, Drawing, Constuction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under “SMART CITY MISSION” on Engineering-Designing, Procurement and Construction (EPC) basis at Surat

- 1.0 I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
- 2.0 The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, prior to the date of this bid.
- 3.0 The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the SSCDL to verify our statements or our competence and general reputation.
- 4.0 The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SSCDL
- 5.0 The SSCDL and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorisation to any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

\_\_\_\_\_  
Signed by the authorised signatory of the firm

\_\_\_\_\_  
Title of the office

\_\_\_\_\_  
Name of the firm

\_\_\_\_\_  
Date

**Note:** The affidavit format as indicated above to be furnished on non judicial stamp

Paper of **Rs.100.** And duly notarized.



**ANNEXURE - B**

1.0 E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning ) while uploading the bid. This submission shall mean that E.M.D. & Tender fee are received for purpose of opening the bid. Accordingly ,offer / tenders of those tenderers whose E.M.D. & tender fee is received electronically , shall be opened. However , for the purpose of relization of EMD and Tender fee,bidder shall send the EMD as well as Tender fee in required format in original through RPAD / Speed post so as to reach to Account Department (Main Office ) within 7 Days from the last date of submission of price bid. Punitive action shall be initiated for non submission of EMD & Tender fees in original to Account Department (Main office) by bidder including abeyance of registration and cancellation of E-tendering code for one year. All document in supporting of bid shall be in electronic format only through online (by scanning) during the bidding period & hard copy will not be accepted Separately.

2.0 All Document must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.

3.0 All the document must be notarised with clearly displaying stamp stamp , number and name of the notary.

**“Following Document shall only be submitted in Hard copy to Surat Smart City Development Limited by all Bidders.”**

1.0 Earnest Money Deposite as mentioned in the tender. ( i.e. D.D. / Bank Guarantee )

2.0 Tender Fees as Mentioned in the tender.

3.0 Affidavit on Non Judicial Stamp Paper of Rs.100/-

## SECTION IV – TENDER DRAWINGS

### FOR REFERENCE ONLY

Sr.No.	Title of Drawing	Drawing No.
Sr No	Drawing Title	Sheet No
	<b>Architectural Drawings</b>	
1	Sky Walk Layout	
2	Plan at access point	
3	Plan at walkway level	
4	Plan at roof level	
5	Section-Typical	
6	Section with two side branding	
7	Section with one side branding	
8	Elevation Typical	
9	Detail-Flooring	
10	Detail-Staircase	
11	Detail-Escalator	
12	Detail-Toilet	
13	Detail-Advertisement	
14	Detail-Joiery	
15	Detail-Roof	
16	Detail-Railing	
<b>Note</b>	<b>Civil/Structure design and drawings need to approve for above enlisted Architectural Drawings and/or wherever require</b>	
	<b>Electrical Drawings</b>	
1	Cable Mounting Arrangements ( 2 Sheets)	
2	Cable Mounting Support Plate	
3	Perforated Type Cable Tray	
4	Ladder Type Cable Tray	
5	Connection Details of Cable Tray Sections	
6	Cable Tray Reducer Details	
7	Typical Arrangements of Covering Cable Trays	
8	Cable Tray Adjustable Bend	
9	Cable Tray 90 deg. Bend	
10	Cable Tray Horizontal Tee	
11	Protection of Buried Cables	
12	Cable Installation Practice for Bottom Entry to	

Volume I – Technical Bid

Design and Construction of Skywalk

	Switchboards ( 4 Sheets)	
13	Cable Installation Practice in Horizontal Trays	
14	Water Proof Sealing	
15	Fire Proof Sealing	
16	Cable Installation Practice from Outdoor to Indoor ( 2 Sheets)	
17	Street Light/ Flood Light Junction Box	
18	Earthing Details – Inserts/ Risers	
19	Earthing Details – Pipe Electrode Pit ( 2 Sheets)	
20	Earthing Details – MCC & Metal Clad Switchgear	
21	Earthing Details – Exhaust Fans/ Wall mounted Equipments	
22	Earthing Details – Equipments on RCC/Steel Column	
23	Earthing Details – MS flat conductor Connections( 2 Sheets)	
24	Earthing Details – Bus bars Wall/Column mounted.	
25	Earthing Details – Cleating Earthing/ Lightning Protection Conductor	
26	Earthing Details – Lightning Protection Downcomers & Test Link	
27	Earthing Details – Lightning Arrestor	
28	Redundant UPS with Static Bypass to Regulated Supply.	



# VOLUME - I

## Part -2

## Section V Instructions to Bidders

### 1. Scope of Bid

- 1.1 The Employer, as defined in the Bidding Data, herein after **“the Employer,”** wishes to receive bids for the Planning ,Designing & Construction of Works as described in the contract herein after referred to as **“the Works.”**
- 1.2 The successful bidder will be expected to complete the Planning ,Designing & Construction of Works within the period stated in the Bidding Data and contract from the date of commencement of the Works.
- 1.3 Throughout these bidding documents, the terms **“bid”** and **“tender”** and their derivatives (**“bidder/tenderer”**, **“bid/tender”**, **“bidding/tendering”**, etc.) are synonymous, and day means calendar day. Singular also means plural.

### 2. Eligible Bidders

This invitation to bid is open to any bidder meeting the requirements specified in the Bidding data.

**A).** Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.

**B).** To be qualified for award of the Contract, bidders shall as part of their bid, furnish the information to the Employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the documentation and information on the relevant Information Forms attached under qualification information.

**C).** The proposed methodology and program of Design & Construction, Environmental Management Plan (EMP), backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of work as per technical specifications and Employer’s Requirements within stipulated period of completion.

### 3. Qualification of the Bidders shall, as part of their bid:

(a) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and

(b) To be qualified for award of the Contract, bidders shall as part of their

#### 4. One Bid per Bidder

A firm shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

#### 5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, including all cost necessary for site inspection and whatever investigations that may be necessary and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 6. Site Visit

The bidder will be deemed to have visited and examined the Site of Works and its surroundings and obtained for itself at its own risk and responsibility and liability, all information that may be necessary for preparing the bid and entering into a contract for Design & Construction of the Works

#### 7. Content of Bidding

The Bid Document-Volume-I comprise the following sections and should be read in conjunction with Volume II and Volume III of this bid document.  
Documents :

Section No.	Particulars
<b>Volume –I – Part 1</b>	
1	Notice Inviting Tender
2	Bidding Data
3	Qualification Information
4	Drawings
<b>Volume –I – Part 2</b>	
5	Instruction to Bidders
6	General Instructions
7	Conditions of Contract (Draft Agreement)
	Article -1 Definitions and Interpretation
	Article-2 Scope of Project
	Article-3 Obligations of the contractor
	Article-4 Representations and warranties
	Article-5 Performance security and retention money
	Article-6 Right of way
	Article-7 Utilities and trees
	Article-8 Design and construction of the work

	Article-9 Quality assurance, monitoring and supervision
	Article-10 Completion certificate
	Article-11 Change of scope
	Article-12 Defects liability
	Article-13 SSCDL's Engineer
	Article-14 Payments
	Article-15 Insurance
	Article-16 Force majeure
	Article-17 Suspension of contractor's rights
	Article-18 Termination
	Article-19 Liability and indemnity
	Article-20 Labour laws
	Article-21 Safety code
	Article-22 Miscellaneous
	Article-23 Dispute resolution mechanism
8	Forms of Security and Contract Forms
9	Approved List of Banks
10	Abbreviation
11	Memorandum
13	IS Codes
	<b>Vol – II Price Bid</b>
	<b>Vol – III General Technical Specifications For Building Works</b>
	<b>Vol – IV Drawings</b>

**Note:**

- a) In addition to all the information as contained in the above documents requires supplementary information or clarification; it shall be duty of the Bidder to obtain this from the Employer before submission of the bid.
- b) It shall be duty of the bidder to invite attention of the Employer to any omission, mistake or ambiguity that may be noticed before submission of the bid.
- c) Any omission, mistake, ambiguity or anomaly shall if subsequently noticed, be resolved consistent with Trade practice.
- d) Addenda, corrigendum is as a part of tender and it shall be submitted by the contractor.

8. Amendment of Documents

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addenda and giving adequate notice for complying with the same by the Bidder and for the same may extend the deadline for submission of the Bidder.

8.2 Any Addendum thus issued shall be part of the bidding documents and shall be uploaded to the website.

9. Language of Bid

## Volume I – Technical Bid

## Design and Construction of Skywalk

The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the translation shall prevail.

### 10. Documents Comprising the Bid

The bid submitted by the bidder shall comprise the following: Tender Fees, Bid Security, Qualification information, and any information or other materials required to be completed and submitted by bidders in accordance with these instructions to Bidders

### 11. Bid Prices

11.1 All duties, taxes, Royalty, cess and other levies payable to the govt. as in vogue (till the date of submission of the bid) by the contractor under the Contract, or for any other cause, shall be included in the cost submitted by the bidder. Any change there in shall reasonably and equitably be compensated / reimbursed on basis of strict evidence being provided by the Contractor to the satisfaction of The Chairman, Surat Smart City Development limited (SSCDL)

### 12. Bid Validity

Bids shall remain valid for the period stipulated in the Bidding Data.

### 13. Bid Security

13.1 The bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the Bidding Data in the currency of the Employer's country.

13.2 Any bid not accompanied by an acceptable bid security shall be treated by the Employer as non responsive.

13.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 30 days after the expiration of the original period, or any subsequently extended period of bid validity or after successful bidder enters into agreement.

13.4 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

13.5 The bid security may be forfeited

- a) If the bidder withdraws its bid before the period of its validity expires and the tenderer may be disqualified from tendering for further works under the SURAT SMART CITY DEVELOPMENT LIMITED and SURAT SMART CITY DEVELOPMENT LIMITED



- b) In the case of a successful bidder, if he fails within the specified time limit to sign the Agreement completing all necessary formalities for the purpose including furnishing/ payment of performance security

#### 14. Pre-Bid Meeting

- 14.1 Pre Bid Meeting shall be held as Specified in Notice Invited in Tender. The bidder is requested, to submit any questions in writing or by e-mail, to reach the Employer not later than date specified in Notice Inviting Tender. It may not be practicable to answer questions received late, but responses to questions, including the text of the questions raised and the responses given, will be uploaded on the website. Any modification of the bidding documents that may become necessary as a result of the pre-bid queries shall be made by the Employer exclusively through the issue of an Addendum.

#### 15. Format and Signing of Bid

- 15.1 The successful bidder shall submit one copy of the signed bid (All Volumes) within 15 days from the issuance of work order.
- 15.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

#### 16. Sealing and Marking of Bids

- 16.1 The tenderer shall pay Earnest money Deposit to the extent of 50% in the form of Bank Guarantee from the enlisted / approved Bank as per Section- IX . The balance 50 % of the Earnest Money Deposit is to be deposited by pay order/Demand Draft issued in favour of Surat Smart City Development Limited, Surat, through the enlisted / approved Bank as per Section-IX only payable at Surat.
- 16.2 Bank Guarantee and Demand Draft /Pay order for E.M.D & Demand Draft for Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D & tender fee are received for purpose of opening of bid. Accordingly offer of those shall be opened whose E.M.D & Tender fee is received electronically. However for the purpose of realization of Bank Guarantee and Demand Draft/Pay order for E.M.D and demand draft for tender fee bidder shall send them in original through RPAD/Speed Post so as to reach to Chief Accountant, Surat Municipal Corporation (HQ), Muglisara, Surat. Within 7 days from the last date of online submission of the bid as per tender notice. Penaltative action for not submitting Bank Guarantee and Demand Draft/Pay order for E.M.D. and Demand Draft for Tender fee in original to Chief Accountant, Surat Municipal Corporation(HQ) Surat by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E-tendering code for one year. Any documents in supporting of bid shall be in electronic format only through online ( by scanning ) & hard copy will not be accepted separately.

#### 17. Deadline for Submission of Bids

- 17.1 Bids (EMD & Tender Fees as mentioned in above-16) must be received by the Employer at the address specified in Notice Inviting Tender not later than the time and date stipulated in Notice Inviting Tender.
- 17.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### 18. Late Bids

Any bid received by the Employer after the deadline for submission of bids will be returned unopened to the bidder.

#### 19. Modification and Withdrawal of Bids

- 19.1 The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.
- 19.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered with envelope additionally marked "modification" or "withdrawal," as appropriate.
- 19.3 No bid may be modified by the bidder after the deadline for submission of bids.

#### 20. Bid Opening

- 20.1 The bids as received on line shall be opened in presence of authorized representative of the bidders who chose to remain present on date of opening.
- 20.2 The Employer will carry out the process of scrutiny to determine the responsiveness of documents / data submitted electronically and qualify the bidders for further action.
- 20.3 A suitable date and time for opening of the Price bid will be intimated to those, who is found qualified.
- 20.4 On the specified date the Price bid of the successful qualified bidder shall be opened online.
- 20.5 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present.
- 20.6 Bids not opened and read out at bid opening shall not be considered for further evaluation.

20.7 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

#### 21. Process to be Confidential

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

22. The Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and sanctioned by the Competent Authority.

#### 23. Employer's Right to Accept Any Bid and to Reject Any or All Bids

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract without assigning any reason there of and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the Employer's action.

#### 24. Notification of Award

24.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by letter that its bid has been accepted.

24.2 The notification of award will constitute the formation of the Contract.

#### 25. Signing of Agreement

25.1 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.

#### 26. Performance Security

26.1 Within 15 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security and additional Performance Security for unbalanced offer quoted by the contractor in the form stipulated in the Bidding Data and the Conditions of Contract.

#### 27. Unbalanced offer

27.1 In event of bid price being considered unbalanced in case of rates being higher or lower than 15 % of the reasonable rates as may be considered by SSCDL than



## Volume I – Technical Bid

## Design and Construction of Skywalk

SSCDL may direct the bidder to deposit separately performance security deposit of 15% of the amount of unbalanced contract in addition to regular performance/ security deposit. This deposit shall be released only on completion of the work along with the balance of performance deposit being released.

## SECTION VI – 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 SURAT SMART CITY DEVELOPMENT LIMITED but shall be binding obligations for all intents and purposes, the same are included in the Bid.

### **1.0 PLANNING ,DESIGNING AND EXECUTION OF THE WORKS**

The Contractor shall check the design criteria and calculations (if any) included in the Bid Documents and satisfy itself regarding their accuracy and adequacy. Contractor shall meet the minimum design and sizing requirements specified in the Bid Documents – a design that does not meet such minimum requirements shall not be acceptable and will result in rejection of the bid as non-responsive.

Further, if Contractor believes that the minimum design and sizing requirements specified are not adequate to meet the minimum performance requirements specified, then Contractor shall make whatever upward adjustments to the design and sizing it deems necessary to meet the performance requirements and include these in the bid price. Contractor assumes full responsibility for meeting the specified performance requirements and ensuring the adequacy of the Works for this purpose."

The Contractor shall design, execute and complete the Works and provide the Operation Service in accordance with the Contract and shall remedy any defects in the Works. When completed, the Works shall be fit for the purposes for which the Works are intended as defined in the Contract, and the Contractor shall be responsible for ensuring that the Works remain fit for such purposes during the Operation Service Period.

The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required to meet the Contractor's obligations under the Contract.

The Works shall include any work which is necessary to satisfy the Employer's Requirements, Contractor's Proposal and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works during both the Design-Build Period and the Operation Service Period.

The Contractor shall, whenever required by the Employer's Representative, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been approved by the Employer's Representative.

The Contractor shall attend all meetings as reasonably required by the Employer or the Employer's Representative.

The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are engineers or other professionals who comply with the criteria stated in the Tender Document. Unless otherwise stated in the Contract, the Contractor shall submit

## Volume I – Technical Bid

## Design and Construction of Skywalk

to the Employer's Representative for consent the name and particulars of each proposed designer and design Subcontractor. The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Employer's Representative at all reasonable times.

The Contractor shall carry out, and be responsible for the design of the Works, including any site surveys, subsoil investigations, materials testing, and all other things necessary for proper planning and design.

The Contractor shall establish a design liaison office within 15 days from the Commencement Date to facilitate preparation and submission of designs, drawings, construction documents, etc., for review and approval by the Employer's Representative. The design liaison office shall preferably be located near the Employer's office to facilitate communications and frequent interactions with the Employer's Representative and the Employer. The Contractor shall provide full-time design staff and continuously maintain the design liaison office until such time as all necessary designs and Construction Documents have been completed, reviewed, and approved by the Employer'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 on the Site and Two sets of such records shall be Submitted to Employer.

In addition, the Contractor shall supply to the Employer's Representative as-built drawings of the Works, showing all Works as executed.

Contractor shall be responsible for Preparing Baseline Programme , upon acceptance of the Baseline Programme by the SSCDL, the Contractor shall adhere to it strictly. The Contractor shall ensure that preparation, updating and revision of programme of works are carried out by experienced and qualified personnel.

### **2.0 ELECTRIC POWER SUPPLY**

The Contractor shall make all the necessary arrangement for procurement of electric power required for the work. The Contractor shall submit his requirement of Electric Power Supply for carrying out permanent works, operating plants and equipments, labourers camp and field offices etc., as a part of his work plan. If necessary the employer will issue the necessary certificates, letters of recommendation etc., to the Contractor for obtaining the power supply. However, the employer shall accept no responsibility for any delays in obtaining the power connections. In addition, the Contractor shall maintain standby diesel generators of adequate capacity. Non-availability of electric power will not be considered as a reason for delay in progress.

### **3.0 WATER SUPPLY FOR CONSTRUCTION, LABOUR CAMPS, OFFICES ETC.**

The Contractor shall make all necessary arrangements for the procurement of water required for construction and labour. The employer shall issue on request from contractor, the necessary certificates, letters of recommendation etc., for obtaining the necessary permissions. The employer shall assume no responsibility for delay in progress due to delay in obtaining the permissions. The Contractor may drill bore wells as a source of construction water. The water shall be got tested by the Contractor at approved laboratory at his own expense and certificates regarding the suitability for construction shall be submitted to the Engineer's Representative regularly as per his requirements.

#### **4.0 TELEPHONES / WIRELESS COMMUNICATION FACILITIES**

These will be arranged by Contractor at his own cost. The employer shall give the necessary certificates and letters of recommendation if necessary etc., to the Contractor.

#### **5.0 LAND FOR TEMPORARY USE**

Land for labour camps, storage yards temporary site sheds, batching plant, casting yard shall be arranged by the contractor at the site or nearby plot with the consent of EIC/ SSCDL at his own cost.

The employer may render all possible assistance to the contractor to enable him to obtain such lands as may be required for purposes of completion of this work but no guarantee can be given. Non-availability of Land will not be considered as a reason for delay in progress.

On written request from contractor, the SMC/SSCDL may allocate any land belonging to SMC and which is presently not required for concerned department and in that case, token rent at Rs. 10/Sqmt per month will be recovered from the contractor. The contractor shall have to return/ evacuate such land/ plot in original condition as and when needed by SMC within a week from intimation given by SMC/SSCDL. Further contractor shall have to return/ evacuate/ handover such land/ plot within 15 days after completion of the physical project on site or inauguration of the project. If the said land is not returned by the contractor within 15 days after the completion of the project as above then rent at the rate of Rs.15/sqmt. per month instead of Rs.10/sqmt. per month shall be charged/ levied. The contractor shall have to pay all the taxes levied by government/ SMC. No extra payment shall be made for same.

#### **6.0 CONTRACTOR'S MATERIALS, LABOUR ETC.**

The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Notes, and Specifications taken together, whether the same is or is not particularly shown or described therein; provided the same can be reasonably enforced there from. If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Engineer's Representative. The decision of the Engineer's Representative shall be final and binding on the Contractor. Figured dimensions shall be followed and the drawings shall not be scaled from.

#### **7.0 MATERIALS:**

1. Steel, cement and other materials necessary for execution of this work shall not be supplied by Surat Smart City Development Limited (SSCDL) and same shall be procured by the contractor at his own cost. Procurement of and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers only as per approved list. The contractor shall submit statement of sources for procurement of materials. The suitability of the same for the required quality, quantity, transport facilities etc. may be ascertained by the tenderer themselves before tendering and rates be quoted accordingly. The source of fine and coarse aggregates given in Table-1 is for general guidance only.
2. Procurement of all constructional materials as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers / suppliers as may be approved by the client.

Volume I – Technical Bid

Design and Construction of Skywalk

The royalty receipts, Challans etc., shall have to be submitted by the contractor from time to time to the SSCDL.

3. The contractor will have to make his own arrangement for plants, equipments, machineries to be used in the execution of this work well in time after award of the contract.
4. The approved makes for various materials to be used in the project shall be as per the table given in tender.

**TABLE –I**

Statement of sources of procurement of coarse and fine aggregates

Sr. No.	Name of the materials	Name of the place where sources of supply is available.	Approximate lead from site of work	Remarks if any
1	Rubble	Areth	65 Km.	-
2	Crushed coarse aggregate	Areth	65 Km.	-
3	Crushed coarse aggregate	Songadh/Chikhli	85 Km.	-
4	Sand	Tapi River/Narmada River	From standard approved stretches to have materials as per specifications	Source to be beyond tidal influence.

**Note: The above distances and locations are for general guidance only. The contractor shall have to verify himself the sources, its distances etc. before tendering.**

**8.0 ELECTRICAL SCOPE OF WORK :**

- 8.1 The scope of services covers the design, detailed engineering, preparation of construction drawing, manufacture, acceptance testing at manufacturer's works or at any accredited agency, supply, packing, forwarding and delivery from manufacturer's works/ place of storage to erection site including transit insurance, unloading, storage at site, moving from place of storage to place of installation, assembly, Cleaning/ lubricating, Touch up painting, erection, testing, commissioning & performance demonstration and handing over of all electrical works of Skywalk and access points along with all necessary spares of original ratings & specifications in EPC basis for 5 years including the Defect Liability and Operation & Maintenance period.
- 8.2 The total length of the skywalk to be considered for this phase is approximately 670m long stretch with 4 nos. of access points. The electrical scope shall include:
  - (a) Power Supply Arrangements for Access Points – All access point shall have 415 V LT connection from Torrent Power Limited (TPL) with all necessary Tariff metering equipment & electric supply connection for which necessary liaison shall be done by the CONTRACTOR for all access points of the skywalk for this phase, the charges for the same shall be reimbursed by client.
  - (b) LV metal enclosed switchgears including Power Distribution Boards (PDB), Main Lighting DBs, Sub Lighting DBs, Receptacle DBs and receptacles for utilities



Volume I – Technical Bid

Design and Construction of Skywalk

- (c) Complete Elevator System with all necessary equipments and its auxiliaries including drives, power supply as per specification.
  - (d) Complete Escalator System with all necessary equipments and its auxiliaries including drives, power supply as per specification.
  - (e) Double Walled Corrugated (DWC) pipe for cabling for incoming Power Supply to access points.
  - (f) Cabling system consisting of LV grade, XLPE/ PVC insulated, multi-stranded Al/ Cu, GI round wire/ flat strip armoured power & control cables, prefabricated GI ladder/ perforated type cable trays, GI raceways, metallic GI Conduits & associated accessories including support structures.
  - (g) Earthing system for LV equipments, light fixtures, junction boxes, elevators, escalators and lightning protection system for skywalk and access points.
  - (h) LED Lighting and Receptacle system for all indoor & outdoor areas controlled by lighting panels and raw power panels installed in respective areas including junction boxes, bill board lighting systems.
  - (i) Safety Equipments for access points including rubber mats, shock treatment charts, first aid box, fire extinguisher, gloves for electrical rooms separate for all access points.
- 8.3 Inland and overseas transit insurance, transport, testing at site shall be CONTRACTOR's scope. Tender BOQ and drawings, if provided, are for reference purposes only which are the minimum requirements; CONTRACTOR shall ensure that design & equipment ratings shall be as per specification requirements.
- 8.4 The CONTRACTOR shall prepare design calculations based on parameters/ design criteria indicated in the specifications. The CONTRACTOR shall prepare detailed engineering and construction purpose drawings to make his/ her own estimate of ratings & quantities (minimum requirements as per price schedule, technical data sheets, reference electrical Single Line Diagram (SLD) & other relevant details) for entire electrical systems including all items, systems such as equipments, power & control cables/ cabling system, lighting system, earthing, lightning protection, main & auxiliary power distribution, civil works required for completion of Works.
- 8.5 CONTRACTOR shall take due care of the site Seismic conditions while designing all equipments/ components used in entire electrical systems covered in this specification. CONTRACTOR shall furnish list of additional design parameters considered in design to fulfil the above requirement.
- 8.6 Design and detailed engineering of the materials procured by CONTRACTOR is included in scope. CONTRACTOR shall submit each document/ calculations of system which is included in scope to PURCHASER/ Consultant for final review/ approval. All design documents/ calculations prepared by CONTRACTOR shall be duly signed by qualified authorities and stamped. Design documents/ calculations prepared by sub-CONTRACTORS shall be approved by CONTRACTOR and stamped copy of approval along with no-deviation sheet from sub-CONTRACTOR shall be submitted by the CONTRACTOR to PURCHASER/ PURCHASER's representative for final review/ approval.
- 8.7 Expert or manufacturer supervision for sub-CONTRACTOR supplied material shall be provided by CONTRACTOR and shall be included in offer.
- 8.8 CONTRACTOR shall be solely responsible for any shortages or damages in transit for his supply scope, handling and/ or in storage of any materials and erection of the equipment, supply of erection tools at site. CONTRACTOR shall ensure that it will not affect any activity or project schedule. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the CONTRACTOR.

Volume I – Technical Bid

Design and Construction of Skywalk

- 8.9 CONTRACTOR shall identify activities and mile stones of the work forecasted for next month with optimistic and pessimistic dates of work completion. CONTRACTOR shall prepare program evaluation and review techniques to identify critical path of project and activity sequences. The project schedule shall be prepared and updated fortnightly in MS Project.
- 8.10 Nothing in this specification shall be constructed to relieve the CONTRACTOR of his/ her responsibilities towards following best engineering practices established in the country.
- 8.11 Obtaining approvals including load sanction/ release from Local Power Supply Company - Torrent power Limited (TPL) for which necessary liaison shall be done by the CONTRACTOR for all access points of the skywalk for this phase, the charges for the same shall be reimbursed by client;
- 8.12 No Objection Certificates from GETCO/ GEB, Electrical Inspector (CEIG), Chief Inspector of Lifts and Escalators, relevant Government Agencies, Statutory Authorities, as applicable is included in CONTRACTOR's scope.
- 8.13 Voltage level for supply shall need to be confirmed with TPL by CONTRACTOR before the commencement of design.
- 8.14 All necessary legal fees required for various applications to TPL/Electrical Inspector (CEIG), relevant Government Agencies, Statutory Authorities shall be paid by the PURCHASER upon production of valid receipts. The TPL deposit required to be paid for Load Release shall also be borne by the PURCHASER.
- 8.15 The CONTRACTOR's scope shall also include measurement of soil resistivity at site by Wenner's four electrode method as per IS: 3043 – 1987 (Reaffirmed in 2006 or its latest version) at minimum four locations at site. The earthing system shall be designed for the actual mean soil resistivity value obtained.
- 8.16 Even if all components of a system included in this specification are not explicitly identified and/ or listed herein, these shall be supplied under this contract to ensure completeness of the system and facilitate proper operation and easy maintenance of the plant. Any and all other works not indicated above but necessary/ required to complete the job in all aspects, are included in the CONTRACTOR's scope.
- 8.17 The CONTRACTOR shall indicate and include start up spares, essential spares, recommended spares and a set of special tools necessary for operation, routine maintenance of equipment supplied for a period of five years.
- 8.18 Whether specifically called for or not, all accessories required for normal and satisfactory operation (as deemed by the PURCHASER) of the equipment shall be considered to be a part of the CONTRACTOR's basic scope of supply and/ or work and no claims whatsoever, for extra payment on these grounds, will be accepted.
- 8.19 CONTRACTOR should visit site and get himself/ herself ascertained regarding the scope of work for the complete Electrical works before submission of quote/ offer.
- 8.20 CONTRACTOR's scope shall also include all civil works and structural works required for installation of all electrical equipment/ systems such as equipment foundations, indoor & outdoor trenches, equipment support structures and all excavation works including those for lighting, earthing, cabling systems etc.
- 8.21 It is not the intent to completely specify herein all details of design and construction of the equipment and systems. Nevertheless, the Electrical system shall conform to high standard of engineering, design and workmanship in all respects and shall be capable of performing satisfactorily in continuous commercial operation under the specified environmental conditions.

8.22 PURCHASER reserves the right to issue addendum to the technical specification to indicate modification/ changes in the requirements, if so required at a later date.

### **9.0 NIGHT WORK & WORK ON SUNDAY & HOLIDAYS & BETWEEN SUNSET & SUNRISE :**

No work shall be carried out on Sundays and Corporation Holidays and no work shall be carried out before and after office hours except with special permission of Engineer-in-charge in writing previously obtained. Withholding such permission shall be no ground of complaint on the part of contractor for cause for compensation of them. Working period shall be maximum eight (8) hours per day. Permission to work beyond 8 hours and to work on Sundays and holidays will be entirely at the discretion of the Engineer-in-charge and cannot be claimed by the contractor as a matter of right and the refusal to grant such permission will be not be set up as a ground for not completing the work within the contract period. Further to above condition, when Engineer in charge feels necessary to give permission to contractor to carry out the work on Sundays, Corporation holidays and before 8 hours, extra supervision charges arising due to overtime working of corporation supervisory staff shall be borne by the contractor at prevailing rates from time to time. Such extra supervision charges shall be deducted by corporation from running bills of contract at SSCDL discretion

No work shall be carried out between sunset and sunrise. Except with the special permission of Engineer-in-charge in writing perviously obtained and with holding such permissions shall be no ground of complaint on the part of contractor or cause for compensation to them. Working period shall be maximum eight (8) hours per days.

#### **NIGHT WORK:**

Subject to any provisions to the contrary contained in the contract, no work shall be carried out after office hours without the prior permission of the Engineer-in-charge except when the work is unavoidable or 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-incharge after making all requisite arrangements and management of areas, materials and equipments, required under any emergency etc. The contractor can carry on work after office hours if so required, subject to provideundertaking in writing, for expediting the progress on the works or for any other reasons of technical safety. Whenever anywork is required to be carried out at night in the interest of structural safety or anyother reason with authorized to supervise, adequate lighting and other arrangement shall be made inadvice by the contractor for proper execution and supervision of such work. The contractor shall not be however entitled to any extra payments for night work. The responsibilities of all kind shall be of contractor.

#### **PRECAUTIONS TO AVOID ANY NUISANCE TO THE NEIGHBORHOOD/SURROUNDING**

## Volume I – Technical Bid

## Design and Construction of Skywalk

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

No complaint should be arise by the neighbourhood/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 settlement.

### **10.0 ENABLING WORKS**

The Contractor shall supply, fix and maintain at his own cost during the execution of works,all the necessary centering, and scaffolding, staging, planking, timbering, strutting, shoring,pumping, fencing, hoarding, watching and lighting by night as well as the necessary equipment for protection of public and safety of any adjacent roads and railway lines. The Contractor shall remove any or all such centering scaffolding, staging planking and equipment when ordered to do so by the Engineer’s Representative and make good all matters and things disturbed during the execution of works to the satisfaction of the Engineer’s Representative.

### **11.0 TEMPORARY DIVERSIONS, MAINTANENCE OF SAME AND TRAFFIC MANAGEMENT**

In addition to provisions made in the technical specifications, it is stipulated that the Contractor shall construct, maintain and carryout the traffic management by providing all safety features like safety barricading as per attached drawings of the Bid document, for all temporary diversions or as per instructions of Engineer in Charge.

### **12.0 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 for carrying out their work to any other Contractors employed by the Employer and 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. If, however, the Contractor shall on the written request of the Engineer or Engineer’s representative make available to any such other Contractor or to the Employer or any such authority any roads or ways for the maintenance of which the Contractor is responsible or permit the use of by any such of the Contractor’s scaffolding or any other plant on the site or provide any other service of whatsoever nature,for any such the Employer shall pay to the Contractor in respect of such use of service such sum or sums as shall in the opinion of the Engineer be reasonable.

### **13.0 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 and Forests.

Volume I – Technical Bid

Design and Construction of Skywalk

- 13.1 Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.
- 13.2 Borrow pits and other scars created during the road construction shall be properly leveled and treated.
- 13.3 Adequate provision for infrastructures facilities, i.e. water supply, fuel, sanitation, etc. shall be ensured for labourers during construction period in order to avoid damage to the environment.
- 13.4 No excavation from or dumping of waste materials into any water body / wetlands shall be done.
- 13.5 Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:
- a) No excavation or dumping on private property is carried out without written consent of the owner.
  - b) No excavation or dumping shall be allowed or wetlands, forests areas or other ecologically valuable or sensitive locations.
  - c) The excavation work shall be done in consultation with soil conservation and watershed development agencies working in the area:
  - d) Construction spoil/soil including bituminous material and other hazardous material must not be allowed to contaminate water course and the dump sites for such materials must be identified well in advances before construction and lined properly so that they do not leach into the ground water.
  - e) Any approvals required for the same shall be arranged by the contractor.

**14.0 SITE OFFICE**

Contractor shall provide and maintain a furnished site office for the supervisory staff of the PMC/TPI/Consultants. It shall have at least 25.00 to 50.00 Sqm floor area Air – conditioned site office, with approved flooring and shall include electrical lights, fans, computer point including proper wiring, water supply, drainage, toilets, tables, chairs, cupboards, and shall be constructed at location directed by the Engineer and shall be maintained for a period upto 6 months /as directed by E.I.C ,beyond date of completion as certified by PMC/TPI/Consultants.

The site office with all services, furniture, fixtures shall be property of the contractor. Land for site office, field laboratory etc. is not available with SSCDL and could not be provided by employer. All Electric & Telephone /Mobile bills will be paid by the contractor for entire period of contract and up to 6 month beyond completion of works and both the Electric & Telephone connections will be obtained by him.

**15.0 SHIFTING OF UTILITIES**

- (a) Contractor is required to liaison with concerned department for identifying the utility services fouling in project area, to be shifted while execution of the project. The contractor shall survey the existing utilities fouling in the project area and prepare a detail report of the utilities to be shifted and submit the report to concern departments for shifting of utilities by the concerned department.

However, any damages to the existing utilities by the contractor while carrying out the project work shall be repaired at his own cost.

## **16.0 REMOVAL / DIVERSION OF UTILITY SERVICE**

If the over ground / under ground utility services like electric poles, telephone poles, water supply pipe lines, sewer lines, oil pipe lines, cables, gasducts etc. owned by various authorities including Public Undertakings and local authorities are required to be relocated as per instruction of engineer in charge, the same shall be carried out by the Contractor without any additional cost to client. In case in the opinion of the Engineer it is not possible to relocate the existing utilities, the Contractor shall make necessary modifications as per instruction of engineer incharge without any additional cost to the client.

## **17.0 TAXES**

The rates to be quoted by the tenderer shall be inclusive of all taxes like GST (State & Central), duties, levies and all other applicable taxes etc, including such other taxes, duties, tolls, freshly levied taxes under any rules and no claim whatsoever in this context shall be entertained.

The Contractor shall pay all taxes like GST (State and central), income tax or any other tax which are in force time to time. SSCDL may not be any way hold responsible for any such taxes. However SSCDL can ask to produce the tax payment on the request from detail concern departments of Govt. or SSCDL.

Contractor further agree to comply and to secure the compliance of all SubContractor with applicable central, state, municipal and local laws and regulations and requirement. Contractor also agrees to depend indemnify and hold harmless the owner from any liability or penalty which may be imposed by central, state or local authority by reasons any violation by Contractor or subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against owner arising under growing out of or by reasons of work provided for by this contract by third parties or by central or State Government authority or any administrative sub-division thereof.

The rates to be quoted by contractor must be inclusive of all taxes prevailing on due date of submission.

However any subsequent changes in the tax structure by government after due date of bid submission will be compensated ( $\pm$ ) on availability or submission of actual documentation. Contractor has to intimate Engineer In charge regarding changes occurred in the tax structure after bid submission. If contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from contractor.

The contractor shall apply fair means of stock maintenance and shall adopt accounting standards as may be prescribed under GST. For arriving at the difference in procurement prices due to introduction of GST, it will be open for the Government to

ask for original invoices, LR, weigh bridge slips, payment details and such other documents as may be required for the purpose.

If there is reduction in overall tax burden then proportional benefit of that shall be passed on to the Government.

### **18.0 LABOUR EMPLOYMENT**

The Contractor shall furnish to the Engineer-in-charge every week during the progress of the works classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labors shall be given in the prescribed form. The contractor shall have to obtain labor license from concerned Government department and shall have to submit to Employer.

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

### **19.0 TREASURE TROVE**

In the event of the discovery by the Contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall be deemed to be the absolute property of client.

The contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof and before removal, acquaint the Engineer-in-charge/ SSCDL of such discovery and carry out his orders as to the disposal of the same which will be at the contractor's expense.

### **20.0 ADDITIONAL CONDITIONS**

- (a) 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
- (b) 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.
- (c) Contractor shall submit Quality Assurance plan based on ISO 9000 series document to form the basis evolving the quality system, applicable for all quality related activities.
- (d) No excavated material shall allowed to be stacked on roadside/ footpaths/public premises without written permission from competent authority.
- (e) Whenever new drains are constructed, the flow in the old drain will have to be suitably diverted to maintain the continuity of flow.

### **21.0 GENERAL INFORMATION**

Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to the rejected and his earnest money shall be absolutely forfeited.

On acceptance of the tender, the name of the accredited representative of the contractor who will be responsible for taking instructions from the General Manager (Engg) shall be communicated to the General Manager (Engg) in writing.

Surat Smart City Development Limited reserves the right to engage suitable Project Management Consultant &/or third Party Inspection agency to Engineering Review, monitor & supervise the said work. PMC-TPI will perform its duties carrying out jobs as per scope of works /TOR of RFP proposed by Surat Smart City Development Limited. The selected contractor has to submit DBR (design basis report), drawings etc. to Surat Smart City Development Limited - PMC and to take approval well in advance before start of the work. The selected contractor has to submit all the details, drawings and materials, which is essential to carry out the assignment/project for the better performance to the Surat Smart City Development Limited, along with the set of copies to PMC-TPI also.

Tenders which do not fulfill all or any of conditions or are submitted incomplete in any respect will be rejected. SSCDL, Reserves the rights to increase / decrease the scope of work and contract without assigning any reason thereof. No claim to that effect shall be entertained.

Conditional tenders will not be accepted and will be rejected outright.

In case of any dispute or clarification in specification of any tender items the decision of Surat Smart City Development Limited shall be final.

No advance such as machinery advance, mobilization advance or materials advance will be given. (Except specified in the tender).

The technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them later on.





**SECTION VII  
CONDITIONS OF CONTRACT**



Volume I – Technical Bid



Design and Construction of Skywalk

**ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT(Draft Agreement)**

THIS AGREEMENT is entered into on this the ..... day of ....., 20..... at Surat

BETWEEN

The Surat Smart City Development Limited \_\_\_\_\_

AND {-----,} means the selected bidder having its registered office at ....., (hereinafter referred to as the “Contractor” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

WHEREAS:

The Surat Smart City Development Limited has resolved to have the contract for \_\_\_\_\_, briefly hereafter mentioned as Work on Engineering Procurement and Construction (EPC) basis in accordance with terms and conditions as to be set forth in agreement being entered into.

The Surat Smart City Development Limited has invited proposal by its request for offer vide its notification No. \_\_\_\_\_ Dated \_\_\_\_\_.

M/s \_\_\_\_\_ having been found to have made responsive offer conforming to the requirement as set out in the Bid document and being competitive have been selected to be the contractor for the execution of the above mention work on terms, conditions, representation and provisions, are awarded the work and this agreement is being entered into for fulfilment of the obligations thereof as contained in the bid.

The Surat Smart City Development Limited has prescribed technical and commercial terms along with conditions for performance which the contractor shall fully abide by and comply with.

The SSCDL having accepted the offer after selecting the bidder have issued letter of acceptance no. \_\_\_\_\_ Dated \_\_\_\_\_.

The Contractor having been conversant with all conditions, specifications, terms, provision and representation and being bound to honour and respect the contents thereof have specifically noted express conditions here by that Project Consultant or its representative or anyone other than Executive Engineer in-charge of the job is not authorised to vary Time or Cost despite any provision, contrarily thereto elsewhere in the contract.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the SSCDL hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree to the entire contents for stipulated performance as detailed in the bid document which here after Mutatis Mutandis, be treated as part of the contract.

CONTRACTOR

General Mananger(Engg)  
SURAT SMART CITY DEVELOPMENT LIMITED

## ARTICLE 1

### DEFINITIONS AND INTERPRETATION

**The following definitions and interpretations shall be inclusive of the scope of denitions as per trade practice and rules of interpretation as acknowlged by law.**

#### 1.1 Interpretation

1.1.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into here under;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- (f) references to “Scope of Work” include, unless the context otherwise requires, survey and investigation, design, developing, engineering, procurement, supply of plant, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, safety measures, testing, and commissioning of the Project, including maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the construction and “construct” or “build” shall be construed accordingly;
- (g) references to “development” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental there to during the Construction Period, and “develop” shall be construed accordingly;
- (h) any reference to any period of time shall mean a reference to that according to Indian standard time;
- (i) any reference to day shall mean a reference to a calendar day;
- (j) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (k) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (l) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period

Volume I – Technical Bid

Design and Construction of Skywalk

computed under this Agreement is not a businessday, then the period shall run until the end of the next business day;

- (m) the words importing singular shall include plural and vice versa;
- (n) references to any gender shall include the other and the neutral gender;
- (o) “lakh” means a hundred thousand (100,000) and “crore” means ten million(10,000,000);
- (p) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (q) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganisation”of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (r) save and except as otherwise provided in this Agreement, any reference, at anytime, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the SSCDL here under or pursuant here to in any manner whatsoever;
- (s) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the SSCDL s Engineer shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the SSCDL s Engineer, as the case may be, in this behalf and not otherwise;
- (t) all the documents forming part of the contract shall be treated as integral whole and each one shall be in addition to being supplementary shall also be treated as complimentary to all other parts to the extent that the overall meaning and interpretation thereof shall be in conformity with the intention and purpose of this agreement.
- (u) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence, inviting all the liabilities attached to the requirement to the performance in terms of Liquidated Damages.

1.1.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Contractor to the SSCDL shall be provided free of cost in Five copies.

## 1.2 Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed there to herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules. For the purposes of the Contract Documents, the following words and terms shall have the meanings specified below (other words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings), provided, however, that the terms defined in attached Documents, including but not limited to the Agreement, shall have the meanings specified in such document.

### 1.2.1 Definitions ( for incorporated words)

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning herein after respectively assigned to them:

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Affiliate” means, in relation to either Party {and/or Members}, a person who controls, is controlled by, or is under the common control with such Party {or Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Agreement” means this Agreement, its Recitals, the Schedules here to and any amendments there to made in accordance with the provisions contained in this Agreement;

“Applicable Laws” means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Work during the subsistence of this Agreement;

“Bank” means a bank incorporated in India and having a minimum net worth of Rs.1,000 crore (Rupees one thousand crore) or any other bank acceptable to the Surat Smart City Development Limited;

“Base Date” means the last date of that calendar month, which date precedes the Bid Due Date by at least 28 (twenty eight) days;

“Bid” means the documents in their entirety comprised in the bid submitted by the [selected bidder/Consortium] in response to the Request for Proposals in accordance with the provisions thereof;

Volume I – Technical Bid

Design and Construction of Skywalk

“Bid Security” means the bid security provided by the Contractor to the Surat Smart City Development Limited in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

“Change in Law” means the occurrence of any of the following after the Base Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the Base Date;
- (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date; or

“Commencement Date” means the first date on which the contractor starts mobilizing his resources Men and/or Machineries and/or Material at site.

“Consortium” means the consortium of entities which have formed a joint venture for implementation of this Project;

“Contractor” shall have the meaning attributed there to in the array of Parties here in above as set forth in the Recitals;

“Defect” means any defect or deficiency in Construction of work or any part there of, which does not conform with the Specifications and Standards.

“Document” or “Documentation” means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“Emergency” means a condition or situation that is likely to endanger the safety or security of the individuals on or about the The Work, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

“Encumbrances” means, in relation to the The Work, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the works.

The “EIC” shall mean the Engineer in charge i.e. officer of SSCDL who is designated as such for the time being in whose jurisdiction the work lies.

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged

Volume I – Technical Bid

Design and Construction of Skywalk

under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Government Instrumentality” means any department, division or sub-division of the Government or the State Government and includes any commission, board, SSCDL, SSCDL agency or municipal and other local SSCDL or statutory body including panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Work or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Contractor and includes all insurances required to be taken out by the Contractor but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Interim Payment Certificate” or “IPC” means the interim payment certificate issued by the Surat Smart City Development Limited for payment to the Contractor in respect of Contractor’s claims for payment raised in accordance with the provisions of this Agreement;

“Lead Member” shall, in the case of a consortium, mean the member of such consortium who shall have the Surat Smart City Development Limited to bind the contractor and each member of the Consortium; and shall be deemed to be the Contractor for the purposes of this Agreement;

“LOA” or “Letter of Acceptance” means the letter of acceptance of offer.

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“MEPF” shall mean Mechanical, Electrical, Plumbing and Fire fighting system consultant who is designated as such for the time being in whose jurisdiction the work lies.

“Materials” are all the supplies used by the Contractor for incorporation in work or for the maintenance of the Work;



“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Performance Security” shall have the meaning as given in the contract

“Plant” means the apparatus and machinery intended to form or forming part of work;

“Project” means the construction and maintenance of the Work in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

“Project Completion Date” means the date on which the Provisional Certificate is issued and in the event no Provisional Certificate is issued, the date on which the Completion Certificate is issued;

“Project Completion Schedule” means the progressive Project Milestones for completion of the Work on or before the Scheduled Completion Date;

“PMC” shall mean Project management consultant who is designated supervision agency during execution of this project.

“SSCDL” shall mean Surat Smart City Development Limited in whose jurisdiction the work lies.

“SSCDL” shall mean Surat Smart City Development Limited

“Re.”, “Rs.” or “Rupees” or “Indian Rupees” means the lawful currency of the Republic of India;

“Right of Way” means the constructive possession of the Site free from encroachments and encumbrances, together with all way leaves, easements, unrestricted access and other rights of way, how so ever described, necessary for construction and maintenance of the Work in accordance with this Agreement;

“Specifications and Standards” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Work, and any modifications thereof, or additions thereto, as included in the design and engineering for the Work submitted by the Contractor to, and expressly approved by, the SSCDCL;

“Sub-contractor” means any person or persons to whom a part of work or the Maintenance has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;

“Termination” means the expiry or termination of this Agreement;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

“TPI” shall mean Third party inspection consultant who is designated for quality monitoring of material & workmanship during execution of this project.

“WPI” means the wholesale price index for various commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

### **1.3 Measurements and arithmetic conventions**

1.3.1 All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

### **1.4 Priority of agreements and errors/discrepancies**

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided else where in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement; and
- (b) all other agreements and documents forming part hereof or referred to herein; i.e. this Agreement at (a) above shall prevail over the agreements and documents at (b).

1.4.2 In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and that in words, the latter shall prevail.

## ARTICLE 2

### SCOPE OF THE PROJECT

#### 2.2 SCOPE OF WORK : (As described in Bidding Data)

##### A. Scope of Work :-

- 1 Contractors are requested to visit the site prior to fill/submit the tender and check all the necessary attributes/matters related for completion of this project.
- 2 Contractor shall also go through all the drawings /plans for the future and proposed BRT Routes and any proposed flyovers passing through the proposed skywalk locations
- 3
- 4 All the activities required to be carried out for successful and timely completion of this project shall be carried out by the successful contractor.

##### **Detail Scope of work : The detail scope of work is as under :**

The works under Contract comprises the construction of proposed skywalk in textile market area on 18.0 m wide salasar hanumar road of approximate length of 2870.0m and it is divided into 3 phases. Phase I is approximately 670.m long connecting ring road & mithi khadi road

The Work Shall be executed on Preparation of Working Drawings, Procurement and Construction Basis . Details and drawings given in Tender document is for information purpose only and successful bidder shall undertake confirmatory survey for accuracy and completeness of data. It is in scope of successful Bidder to undertake all Site surveys, Geotechnical investigations, Underground Utility Survey and Scanning of the roads for utility shifting, obtaining all required approvals from the relevant authorities, Carry out Design and Drawings for all the components of the work as per Employers requirement and submit the same to client for review and approval, Prepare Good for Construction Drawings

The successful bidder shall have to prepare and submit 'As Built Drawings' depicting the exact construction carried out on site, in soft and hard copy format.

Statutory and other charges for getting various required approvals shall be in scope of Successful bidder

The scope of work also includes :

#### 1.1 Construction and completion of the following

- a. Site clearance, demolition works, earthworks, temporary works, traffic diversion, barricading the construction site, utility shifting and all ancillary works deemed necessary for the carrying out of temporary & permanent construction works.
- b. Tree cutting (if any) as indicated in the drawings.
- c. All other works and services ancillary or related to the full completion of the Works in accordance with the Employer's requirements

- 1.2 The Contractor shall ascertain, determine and verify the locations of all utility services by scanning the roads in the vicinity of the Works, and co-ordinate with utility agencies for the diversion of affected services and the laying of new services. The Contractor shall support and protect services that need not be diverted or pending diversion and remove all abandoned services. Contractor shall be responsible for relocation, reconstruction, reconfiguration site accesses, temporary and permanent drains, pipe conduits and necessary connections for public lighting and traffic lighting, earth works, turfing, environmental assessments, necessary safety measures and protection works, sewer lines etc.
- 1.3 The Contractor's responsibility for the design and build works includes the submissions to relevant government authorities / technical departments for obtaining all necessary clearances/approvals.
- 1.4 The Contractor shall co-ordinate and interfaces his works with that of all other contractors, subcontractors, utility services, statutory authorities, etc. and achieve the completion of the Works to the satisfaction of the Engineer
- 1.5 The Contractor shall verify the proposed road reserve, cadastral boundary and contract boundary and all dimensions on Site prior to submission of Tender. The Contractor is responsible for clarifying any discrepancy between the Drawings and actual condition on Site.
- 1.6 The Contractor shall make good all works including road surfaces, drains, concrete slabs, gratings, kerbs, pavements, turfing, railing, fence, boundary wall, etc. affected or damaged during the course of construction, to the satisfaction of the Engineer. The costs of making good all these defects shall be borne solely by the Contractor and deemed included in his Contract Sum
- 1.7 All works specified shall include the provision of all labour, tools, equipment, material, traffic control, transport and everything else necessary for the satisfactory completion of the Work by the Contractor to the satisfaction of the Engineer.
- 1.8 Description of the Works involved in this Contract is given in the Specifications for the guidance of the Contractor. The Contractor shall be solely and fully responsible for investigating and ensuring the actual extent and nature of the Works comprised in this Contract prior to submission of his Tender.
- 1.9 Construction, management and quality of the Works shall comply with the Drawings, Specifications and Employers requirement

**Typical Road Plan & Section-** Refer tender drawing **TCE-10196A-AC-1000-SI-11015**

**D. Approved / Expected Brands :-**

Sr.No.	Item	Recommended/Suggested Brands
1	Cement	Ambuja, Ultratech
2	Mild and Tor Steel	SAIL, TATA, Rashtriya Ispat (Vizag), J.S.W. steel Ltd., Electrotherm (India) Ltd.
3	Structural Steel	SAIL, Tisco, Essar, JSW Steel Ltd. ,TATA

Volume I – Technical Bid

Design and Construction of Skywalk

4	Plasticizer /Admixtures (Nanthaline base only)	Sika, CICO, Fosroc, MC –Bauchemie, BASF, SWCL, FAIR MATE
5	Waterproofing Compound	Accord proof Ampermo, Pediproof, CICO,SWCL, FAIR MATE
6	Cement paint,	Super Snocem, Nitcocem, Surfacedm or equivalents
7	Epoxy paint	Fosrock, Berger, MC-Bauchemie
8	Coal Tar Epoxy paint	Fosrock, Berger, MC-Bauchemie, Shalimar
9	Paints & Distempers	Asian, Berger
10	Hardners	Ironite, Ferrok, Hardnate
11	Membrane waterproof	STP Limited / Sanfield (India) Limited
12	Polysulphide sealants	STP Limited /Pidilite /Choksy Chemicals
13	Expansion Joints (Strip seal)	METCO, Sanfield (India) Limited, MAGEBA and MORTH approved makes.
14	Waterproofing Polymer	Roofex, Fosroc, SWCL
15	Stainless Steel	Salem, SAIL
16	PVC Pipe	Supreme, Jain, Finolex, Prince, Astral
17	Roofing	Kalzip
<b>H</b>	<b>ELECTICAL EQUIPMENT / COMPONENT</b>	
1.	Elevators	Otis / Schindler / Kone / Thyssen Krupp / Mitsubishi
2.	Escalator	Otis / Schindler / Kone / Thyssen Krupp / Mitsubishi
3.	Electric Motors	Siemens India Ltd / Bharat Bijlee / Crompton Greaves / Marathon Electric Motors (India) Ltd. (Formerly Alstom Ltd) / BHEL / ABB India Ltd / Kirloskar
4.	VVVF Drives/ Electronic Softstarter	Siemens India Ltd / Allen Bradley (Rockwell Automation) / Yaskawa / Schneider Electric India Pvt Ltd / ABB India Ltd / Danfoss / L&T Ltd
5.	Choke (for VVVF)	Siemens / ABB / Danfoss / Allen Bradley (Rockwell Automation) / Yaskawa
6.	Limit Switch	BCH / Honeywell / Siemens /Jay Balaji /Wago
7.	Encoders	Hubner / Honeywell /Turck
8.	LT Panels (PMCC / MCC)	L&T / Siemens / Schneider / Alstom

Volume I – Technical Bid

Design and Construction of Skywalk

	/ PCC, MLDB)	
9.	Lighting & Power Panels	L&T / Siemens / Schneider / Alstom
10.	Lighting & Power Panels	L&T / Siemens / Schneider / Alstom
11.	Control & Relay Panels	ABB India Ltd. / Siemens India Limited. / Easun Reyrolle / Alstom India Ltd. / Schneider Electric India Pvt.Ltd. / L&T Ltd.
12.	Non Metallic Enclosures (Including Industrial Receptacles)	Rittal / Hensel / SCAME / Menekkes / Bals / Siemens / Schneider Electric / BCH / PCE / Legrand / Gewiss
13.	ACB/ MCCB	ABB / Siemens / Schneider / L&T
14.	MCB, RCCB, RCBO/ MCB Isolators/ MPCB	Legrand / Siemens / Schneider Electric / Klockner Moeller / ABB India Ltd / L&T Ltd / C&S
15.	Control Transformer	Indcoil / Precise / Silkaans / NEC / Gauss Electricals
16.	Current and Voltage Transformer (cast Resin type)	Automatic Electric Ltd. / Indcoil / Kappa / Silkanns / Gilbert / Precise / ABB / Jyoti / Ashmore / L & T/ Crompton Greaves Limited.
17.	Load Manager/ Multi Function Meter/ kWh	Schneider Electric (Conzerv / (Power Measurement / ION) / Circutor / Schneider Electric / Alpha (ABB) / Schlumberger / SEMS (Secure) / Electro Industries/ GaugeTech
18.	Electromechanical – Ammeter & Voltmeter	Automatic Electric / MECO / IMP / Rishabh
19.	Digital Meter - Ammeter & Voltmeter	Schneider Electric (Conzerv) / AE / Rishabh / Schneider Electric (Power Measurement/ ION) / Circutor / Siemens / Masibus
20.	Indicating Meters (Digital Type)	AEP / IMP / Meco /Nippen/Enercon / L & T / Trinity / Cologix
21.	Alarm Annunciators (Solid State Type with LED Illumination)/ Facia Annunciator	Digicont / Industrial Instruments & Controls / Procon Inst. (P) Ltd / MTL India Pvt. Ltd. / Rochester Instruments System Ltd. / IDECIZUMI / Minilec / IICP / Proton Electronics / Alstom / Yashmun / ICA / Ronan (Waree)
22.	Control / Selector Switches	Siemens / L&T / Havells / Kaycee / ABB / Schneider Electric
23.	Change-Over Switch	Havells (Euroload) / Schneider Electric India Pvt.Ltd. / GE Power / Kraus & Naimer / Siemens India Ltd / BCH / L&T Ltd

Volume I – Technical Bid

Design and Construction of Skywalk

24.	AC Power Contactor	Siemens India Ltd / ABB India Ltd / L&T Ltd / Schneider Electric (Telemecanique)
25.	Auxiliary Contactors	Siemens India Ltd / L & T Ltd / Schneider Electric (Telemecanique)
26.	Single Phasing Preventer	Siemens India Ltd / Minilec / Alstom / Schneider Electric India Pvt Ltd / L & T Ltd
27.	Electronic/ Microprocessor Based Overload Relay	Siemens India Ltd / ABB India Ltd / Schneider Electric India Pvt Ltd
28.	Electronic Circuit Relays	OEN / Omron / Allen Bradley / PLA
29.	Bi-metal/ Overload Relay	Siemens India Ltd / Schneider Electric India Pvt Ltd / L&T Ltd
30.	Numerical Relays	Siemens / L&T (P&B, U.K.) / ABB / Alstom
31.	Auxiliary Relays	Schneider Electric (formerly Areva/ EE) / ABB India Ltd. / Siemens India Limited. / VA Tech / L&T Ltd.
32.	Thermister Relay	Alstom / Minilec / Insta controls
33.	LED Indicating Lamps (Multi-Chip LED) for Electric panels	L&T / Siemens / Binay / Teknic Controls / L&T / Schneider Electric
34.	Push Button Station	Siemens / Schneider Electric (Telemecanique) / Teknic Controls / L&T / Concord / BCH / Hensel
35.	Timers	GIC / Theben / BCH / Siemens India Ltd / Minilec / L&T Ltd / Legrand / Schneider Electric India Pvt Ltd / Teknic / Gelco
36.	Terminal Blocks / Connectors	Phoenix / Wago / Elmex / Connect Well
37.	Junction Boxes	Ex-protecta / Sudhir Swgr/ Havells
38.	LV Power & Control Cables	CCI / Gloster / Universal / Prime Cab / Finolex/Torrent/ Polycab / RPG Cables / Havells/ NICCO / INCAB
39.	Flexible Wire (FRLS)	Finolex / Anchor / Havell's / RR Kabel/ L&T
40.	Cable Termination	Raychem (Tyco Electronics/ RPG) / 3M (Cold Shrink/ Push-On) / ABB Kabeldon
41.	Cable Glands (Safe Area - Double Seal Cone Grip Type)	Comet / Jainson / Braco / Baliga / R. Stahl / Crouse/ Hinds / Siemens / Hex (Brass Copper & Alloy(I)) / Cosmos

Volume I – Technical Bid

Design and Construction of Skywalk

42.	Cable Lugs	Dowells / Comet / 3D (Billets Elektro Werke Pvt.Ltd) / Jainson
43.	Cable Trays	Indiana / Sharda / M.M. Engineering
44.	Accessories of wiring	Anchor / Jainex / Clipsal
45.	Lighting Fixtures / Luminaires (LED)	Philips / CGL / Wipro / Bajaj / Osram / Kesler
46.	Installite	Prolite / Legrand / Philips
47.	UPS	Hitachi- Hi Rel / Schneider (APC) / ABB/ Emerson
48.	SMF (Sealed Lead Acid Batteries)	Exide / HBL Nife / Quanta-Amara Raja
49.	Ni-Cd Battery	Amco Power / HBL Nife / Hoppecke
50.	LV Capacitors	Universal Cables / Unistar / ABB India Ltd / Malde / Epcos / Aswani / Schneider Electric India Pvt Ltd / L&T Ltd / Crompton
51.	APFC Relay/ Controller	TAS Powertek / Syntel / ABB India Ltd / Cummins / Epcos / Schneider Electric India Pvt Ltd / L&T Ltd / Crompton
52.	Ceiling / Exhaust Fans	Crompton / Orient / Almonard / Havells / GEC
53.	Wall Mounting Fan	Crompton / Orient / Almonard / Havells / GEC
54.	Modular Switch & Socket – Wraparound (Twin Plate Arrangement)	Anchor (Panasonic) / Anchor (Roma / Ave) / Honeywell (MK Electric) / Legrand / Havells (Crabtree) / Schneider Electric (Clipsal) / Siemens / ABB / Gewiss
55.	Decorative Switches, Sockets & Metal Boxes (Single Plate Arrangement)	Honeywell (MK Electric) / Anchor (Panasonic) / Havells (Crabtree)
56.	Lightning Arrestors	WS / Jayshree / Elpro International Ltd / Oblum Electrical Industries Pvt. Ltd. / Crompton Greaves
57.	Surge Suppressors	OBO / Emerson / Furse / Dehn+Sohne / Erico / Pepperl+Fuchs / MTL / Schneider Electric / ABB / Weid Muller / Siemens / Phoenix Contact
58.	Non-Insulated Copper Earthing Conductors	Gupta Industrial Corporation (Vasai, Palghar) /Bharat Wires & Ropes / Diamond Cables
59.	Insulating Mats	Electromat / Dozz / Raychem RPG
60.	Fire Barriers/ Sealing	Brattberg /Roxtec /Signum /Navell /Multikil
61.	Water Barriers/ Sealing	Roxtec / Rayflite (Tyco Electronics)



Volume I – Technical Bid

Design and Construction of Skywalk

	System	
62.	GI Conduit/ Pipes	SAIL / TATA Steel / Jindal / JK Tube Company (AKG) / BEC Industries /
63.	UPVC Conduit/ JB/ Flexible Conduit/ Tees/ Bevels Elbow & Accessories/ Fittings	Precision / Polycab / AKG / Circle Arc
64.	Floor Trunking System (GI trays, Troughs & Pull Boxes) & GI Cable Trays	OBO / Honeywell / Legrand / Indiana / Profab / Patny Sadhana / Sterlite / Reliance / Jenco/ Pentax Ferro Incorporate

**Notes:**

The following guidelines are to be noted with regard to use of materials in the work:

- a) The contractor shall produce samples of the materials for approval of the EIC. The materials of the makes, out of the above as approved by the EIC shall be used on the work.
- b) In respect of materials for which approved makes are not specified above, the make/brand will be decided by the EIC.
- c) Before bulk purchase of quantities of materials, it is the responsibility of the Contractor to get the samples of materials approved from consultant and EIC.
- d) All cost towards the testing shall be borne by the contractor.
- e) For all the material of approved brands necessary testing as per IS standards shall be done by the agency and no extra payment shall be paid for that.

**Note for Electrical Equipment / Component :**

1. Only the above makes of the materials will be acceptable.
2. Other Makes, if offered are subject to Specific Approval by the Employer/ Employer's Representative based on the Submission of the following documents by the bidder:
  - a. Copies of Type Test Certificate, as per the latest Standards, not older than 5 years for the items offered.
  - b. List of Clients to whom already the items have been supplied along with the year of Supply and Value of Orders
  - c. A copy of Performance Certificate from the User's for the items.

- d. Copy of latest ISO Certification for the Manufacturer
  - e. Details of Manufacturing Facilities
  - f. Turn Over of the Manufacturer
  - g. Copies of Approval for the items from reputed Consultants.
  - h. Sample item (in case of bulk items) shall be Approved & signed-off by the Employer/ Employer's representative, before production/procurement and delivery.
3. In case during the evaluation process the vendor/ make/ model is rejected, then bidder has to comply with the approved makes given in the tender document. No consideration will be given for loss of time and cost.
  4. Samples from all the approved makes shall be offered for selection.
  5. For standardization, inventory, electrical system coordination, the Employer/ Employer's Representative can insist on any one make from the makes indicated above.
  6. The items shall meet specifications.

**E. MINIMUM REQUIREMENT OF TECHNICAL REPRESENTATIVE(S)**

SR No.	Designation	Qualification & Requirement				
1	Architect	B. Arch /B.E.Civil having, licence from the authority (Licenced Architect with minimum 10 years experience.)				
2	Structural Engineer	B.E.Civil / M.E.Civil having structural designer licence from the authority or as per Requirement of structural safety norms of GDCR/IS Code ( structural engineer with minimum 10 years experience.)				
<p>1.)The above professionals can be hired by the Bidder/contractor as consultants/can be on payroll. The Bidder/contractor must furnish all the documents including qualifications, experiences, memberships, pay slip (if on payroll), consulting agreement for the above mentioned professionals.</p> <p>2.)If hired, the above professional shall actively participate throughout the project.</p>						
SR No.	Designation	Min Qualification	Discipline	Min. Experience	No s	Remarks
1						
2	Design Manager ( Graduate Engineer )	B.E(Civil)	Civil Engg	10 Years	1	Should have 10 years experience of Similar Works
3	Project Manager – Multidisciplin ary ( Graduate Engineer )	B.E(Civil)	Civil Engg	10 Years	1	Should have 10 years experience of Similar Works
2	Senior Site Engineer	B.E(Civil)	Civil Engineering (Bldg Construction)	7 Years	1	Should have worked as site engineer atleast for 2 similar Works
3	Junior Site Engineer	Diploma (Civil)	Civil Engineering (Bldg Construction)	0 to 2 Years	2	Should have experience of Road Works
4	Senior Electrical Engineer	B.E (Electrical)	Electrical Engineering	10 Year Exp.	1	Should have experience for similar type Works
5						
6	Material & Quality Control Engineer	D.C.E	-	5 Years	1	Should have worked as Material & Quality Control engineer
7						

\* no. of persons will depend on the size of the project and as per instruction of the General Manager (Engg).

**Note:** Assistant Engineer(s) retired from Govt. services that are holding diploma will be treated at par with Graduate Engineer.

1. **F. General :-**

- (1) All electrification work shall be executed through SSCDL/R & B license electrical contractor.
- (2) All plumbing and sanitation work shall be executed by SSCDL/R & B license plumber.
- (3) All water proofing work shall be executed by experienced agency.
- (4) PMC / TPI may be appointed for monitoring of quality of the work by SSCDL.

**ARTICLE 3**

**OBLIGATIONS OF THE CONTRACTOR**

**3.1 Obligations of the Contractor**

- 3.1.1 Subject to and on the Terms, Conditions. Provisions and Representation of this Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Work and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 3.1.2 The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 3.1.3 The Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 3.1.4 The Contractor shall remedy any and all loss or damage to work from the commencement until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Surat Smart City Development Limited
- 3.1.5 The Contractor shall remedy any and all loss or damage to work during the Defects Liability Period at the Contractor's cost to the extent that such loss or damage shall have arisen out of the reasons specified in contract.
- 3.1.6 The Contractor shall remedy any and all loss or damage to work during the Maintenance Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Surat Smart City Development Limited or on account of a Force Majeure Event.
- 3.1.7 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: -  
Ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice; Keep, on the Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents

## Volume I – Technical Bid

## Design and Construction of Skywalk

relating to the Project, and Change of Scope Orders and other communications given under this Agreement. The Surat Smart City Development Limited and its authorised personnel shall have the right of access to all these documents at all reasonable times; Cooperate with other contractors employed by the SSCDL and personnel of any public SSCDL; and Not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the SSCDL or of others.

3.1.8 The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test work.

3.1.9 The Contractor shall maintain all records as per Instructions of Engineer in Charge.

### **3.2 Obligations relating to sub-contracts and any other agreements**

3.2.1 The Contractor shall not sub contract any part or portion of the actual construction to any sub contractor without prior permission of the SSCDL which shall ordinarily not withhold any reasonable request thereof if the same is found in opinion of SSCDL to be in interest of the work.

3.2.2. In event any sub contract is approved by SSCDL the entire responsibility and liability as contained in the original contract shall continue to remain unaltered and diluted and the contractor shall be completely and fully responsible to SSCDL as is SSCDL is having no privity of contract with the sub contractor.

3.2.3 It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the agreements with its Sub-contractors or any other agreement that may be entered into by the Contractor, and no default under any such agreement shall excuse the Contractor from its obligations or liability hereunder.

### **3.3 Contractor's personnel**

3.3.1 The Contractor shall ensure that the personnel engaged by it or by its Sub-contractors in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.

3.3.2 The SSDCL's Engineer may, for reasons to be specified in writing, direct the Contractor to remove any member of the Contractor's or Sub-contractor's personnel. Any direction issued by the SSDCL's Engineer shall specify the reasons for the removal of such person.

3.3.3 The Contractor shall on receiving such a direction from the SSDCL's Engineer order for the removal of such person or persons with immediate effect. The Contractor shall further ensure that such persons have no further connection with work or Maintenance under this Agreement. The Contractor shall then appoint (or cause to be appointed) are placement.

### 3.4 Contractor's care of work

The Contractor shall bear full risk in and take full responsibility for the care of work, and of the Materials, goods and equipment for incorporation therein, from the Date of entry upon the site until the date of completion, defect liability, maintenance period as specified or date of final take over certificate whichever is the last date.

### 3.5 Electricity, water and other services

The Contractor shall be responsible for procuring of all power, water and other services that it may require.

## ARTICLE 4

### REPRESENTATIONS AND WARRANTIES

#### 4.1 Representations and warranties of the Contractor

The Contractor represents and warrants to the Surat Smart City Development Limited that:

- (a) it is duly organised and validly existing under the laws of India, and has full power and Surat Smart City Development Limited to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby ;
- (b) it has taken all necessary corporate and/or other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- (e) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other ULB's, the outcome of which may result in the breach of this

Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (j) no representation or warranty by it contained herein or in any other document furnished by it to the SSCDL or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the SSCDL, SSCDL in connection therewith;
- (l) all information provided by the {selected bidder/ members of the Consortium} in response to the Request for Qualification and Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and
- (m) nothing contained in this Agreement shall create any contractual relationship or obligation between the Surat Smart City Development Limited and any Sub-contractors, designers, consultants or agents of the Contractor.

## ARTICLE 5

### PERFORMANCE SECURITY AND RETENTION MONEY

#### 5.1 Performance Security

- 5.1.1. The Contractor shall, for the performance of its obligations hereunder during the Construction Period, provide to the SSCDL, within 15 (Fifteen) days of the date of issuance of work order, an irrevocable and unconditional guarantee for an amount equal to 10% (ten percent) of the Contract Price from a Bank in the form set forth in Schedule attached (the "Performance Security"). The Performance Security shall be valid until 60 (sixty) days after the Defects Liability Period. Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security (EMD) shall remain in force and effect, and upon such provision of the Performance Security, the SSCDL shall release the Bid Security to the Contractor. For the avoidance of doubt, the parties expressly agree that the Contractor shall provide, no later than 30 (thirty) days prior to the expiry of the Performance Security for the defects Liability Period a Performance Security in respect of the extended Defects Liability Period specified for an amount equal to 5% (five per cent) of the

## Volume I – Technical Bid

## Design and Construction of Skywalk

estimated cost of Structures and Skywalk specified therein on SSCDL being provided with this 5% Bank Guarantee the original performance guarantee shall be qualified to be released. It is further agreed that the contractor is obliged to have the Bank Guarantee / Guarantees revalidated at least 30 days prior to the date of the expiry as mentioned in the Bank Guarantee and till such time the same is not expressly discharged by the SSCDL. For such revalidation SSCDL shall have no obligation to remind the contractor to do so.

5.1.2 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the Performance Security in accordance with the provisions and within the time specified therein or such extended period as may be provided by the SSCDL, in accordance with the provisions, the SSCDL may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

### 5.2 Extension of Performance Security

The Contractor may initially provide the Performance Security for a period of 2 (two) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 1 (one) month prior to the date of expiry thereof.

### 5.3 Release of Performance Security

The SSCDL shall return the balance 5% Performance Security to the Contractor within 60 (sixty) days of the date of the expiry of the Maintenance Period or the Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the SSCDL shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified. SSCDL shall have no liability in event of any delay caused in release/ return of the performance security on any ground what so ever.

### 5.4 Retention Money

5.4.1 From every payment for Works due to the Contractor in accordance with the provisions, the SSCDL shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the “Retention Money”) subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.

5.4.2 Upon occurrence of a Contractor’s Default, the SSCDL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor’s Default.

5.4.3 The Contractor may, upon furnishing an irrevocable and unconditional bank guarantee valid for 2 years and to be extended from time to time as per direction of SSCDL substantially in the form provided , require the SSCDL to refund the Retention Money deducted by the SSCDL under the provisions. The refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.

5.4.4 The Retention money will released with payment of Final Bill.

## ARTICLE 6

### RIGHT OF WAY

#### 6.1 The Site

The site of the Work (the “Site”) shall comprise the site described in contract in respect of which the Right of Way shall be provided by the Surat Smart City Development Limited to the Contractor.



## **6.2 Special/temporary Right of Way**

The Contractor shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Contractor shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Work and the performance of its obligations under this Agreement.

## **6.3 Access to the Employer and his Engineer**

6.3.1 The Right of Way given to the Contractor hereunder shall always be subject to the right of access of the SSCDL and the SSCDL'S Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

6.3.2 The Contractor shall ensure, subject to all relevant safety procedures, that the SSCDL has un-restricted access to the Site during any emergency situation, as decided by the SSCDL 's Engineer.

## **6.4 Geological and archaeological finds**

It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for work, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Surat Smart City Development Limited or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Surat Smart City Development Limited forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the Surat Smart City Development Limited. It is also agreed that the Surat Smart City Development Limited shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

## **ARTICLE 7**

### **UTILITIES AND TREES**

#### **7.1 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 the Surat Smart City Development Limited of the controlling body of that road, right of way or utility.

## 7.2 New utilities

- 7.2.1 The Contractor shall allow, subject to such conditions as the SSCDL may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities.
- 7.2.2 The SSCDL may, by notice, require the Contractor to connect any adjoining road to the Work, and the connecting portion thereof falling within the Site shall be constructed by the Contractor at the SSCDL's cost which shall be pre negotiated between the parties.
- 7.2.3 The SSCDL may by notice require the Contractor to connect, through a paved road, any adjoining service station, hotel, motel or any other public facility or amenity to the Work, whereupon the connecting portion thereof that falls within the Site shall be constructed by the Contractor on payment of the cost. The cost to be paid by the SSCDL to the Contractor shall be determined by the SSCDL's Engineer.
- 7.2.4 In the event the construction of any Works is affected by a new utility or works undertaken, the Contractor shall be entitled to a reasonable Time Extension as determined by the SSCDL's Engineer.

## 7.3 Felling of trees

The SSCDL shall assist the Contractor in obtaining the Applicable Permits for felling of trees to be identified by the SSCDL for this purpose if and only if such trees cause a Material Adverse Effect on the construction or maintenance of the Work. The cost of such felling shall be borne by the contractor. The Parties here to agree that the felled trees shall be deemed to be owned by the and shall be disposed in such manner and subject to such conditions as the SSCDL may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the SSCDL within the time specified in the Agreement.

## ARTICLE 8

### DESIGN AND CONSTRUCTION OF THE WORK

#### 8.1 General Design Obligations

- 8.1.1 The Contractor shall carry out, and be responsible for, the design of work. Design shall be prepared by qualified designers who are Engineer or other professionals who comply with the criteria (if any) stated in the Bidding Data. Unless otherwise stated in the Contract, the Contractor shall submit to the Engineer for consent the name and particulars of each proposed designer and design Consultant.
- 8.1.2 The Contractor warrants that he, his design consultant have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer's Representative at all reasonable times, until the expiry date of the relevant Defects Notification Period.
- 8.1.3 Contractor shall submit detailed calculations, Drawings & designs for review of the Engineer, Design and drawings shall be developed in conformity with the Employers requirement and specifications and standards set out in the contract. Such design shall have to meet the

## Volume I – Technical Bid

## Design and Construction of Skywalk

approval requirement of the designated authority of State Government and shall be responsible for obtaining final approval from the approving authority.

- 8.1.4 The contractor shall appoint a proof check consultant after proposing to SSCDL a panel of three names of qualified and experienced firms/institutes from whom SSCDL may choose one to be proof consultant. Provided, however, that if the panel is not acceptable to SSCDL the contractor shall propose to SSCDL a revised panel for the purpose. SSCDL shall within 15 days of the receiving a proposal of panel, convey its decision and if no such decision is conveyed the contractor may proceed to choose his own proof consultant.

The Proof Consultant shall:

- (a) evolve a systems approach with the Design Consultant so as to minimise the time required for final designs and construction drawings; and
- (b) proof check the detailed calculations, drawings and designs, which have been prepared by the Design Consultant.

## 8.2 Design and Drawings

8.2.1 Design and Drawings shall be developed in conformity with the Specifications and Standards. In the event, the Contractor requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such sections shall be provided for review of the SSCDL's Engineer.

The Contractor shall appoint a proof check consultant (the "Proof Consultant") after proposing to the SSCDL a panel of three names of qualified and experienced firms from whom the SSCDL may choose one to be the Proof Consultant. Provided, however, that if the panel is not acceptable to the SSCDL and the reasons for the same are furnished to the Contractor, the Contractor shall propose to the SSCDL a revised panel of three names. The Contractor shall also obtain the consent of the SSCDL for two key personnel of the Proof Consultant who shall have adequate experience and qualifications in highways and bridges respectively. The SSCDL shall, within 15 (fifteen) days of receiving a proposal from the Contractor hereunder, convey its decision, with reasons, to the Contractor, and if no such decision is conveyed within the period of 15 days, the Contractor may proceed with engaging of the Proof Consultant. The fees of the proof consultant should be bear by contractor

8.2.2 In respect of the Contractor's obligations with respect to the design and Drawings of work, the following shall apply:

- (a) by submitting the proof checked Drawings for review to the SSCDL's Engineer, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws;
- (b) Within 15 (fifteen) days of the receipt of the Drawings, the SSCDL's Engineer shall review the same and convey its observations if any to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the SSCDL's Engineer on the Drawings submitted pursuant hereto beyond the period of 15 (fifteen) days and may begin or continue Works at its own discretion and risk; Provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days;
- (c) if the aforesaid observations of the SSCDL's Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Contractor in conformity with the provisions of this Agreement and resubmitted

## Volume I – Technical Bid

## Design and Construction of Skywalk

to the SSCDL's Engineer for review. The SSCDL's Engineer shall give its observations, if any, within 10 (ten) days of receipt of the revised Drawings.

- (d) no review and/or observation of the SSCDL's Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the SSCDL's Engineer or the SSCDL be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any review;
- (e) the Contractor shall be responsible for delays in submitting the Drawing as set forth caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the SSCDL; and
- (f) the Contractor warrants that its designers, including any third parties engaged by it, shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the SSCDL against any damage, expense, liability, loss or claim, which the SSCDL might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.

8.2.3 Any cost or delay in construction arising from review by the SSCDL's Engineer shall be borne by the Contractor.

8.2.4 Within 90 (ninety) days of the Project Completion Date, the Contractor shall furnish to the SSCDL and the SSCDL's Engineer a complete set of as-built Drawings, in 3 (Three) hardcopies and in micro film form or in such other medium as may be acceptable to the SSCDL, reflecting work as actually designed, engineered and constructed.

8.2.5 Contractors clearly understand that notwithstanding all the statements above including its responsibility in respect of designs and drawings confirming to the requirements and relevant specifications, being checked and approved by proof checking agency as also having been scrutinized by Surat Smart City Development Limited, it is responsibility of the contractors that the final approval before commencement of execution shall have to be based on the drawings and design cleared and approved by the concerned authority of Government of Gujarat. All Designs and drawings shall be furnished to SSCDL in 5 copies.

### 8.3 Design Error

8.3.1 If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's documents, they and work shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause.

### 8.4 Intellectual property rights

8.4.1 The intellectual property rights in respect of drawings, designs and all that is relevant to the concept of rights shall be vested in SSCDL.

### 8.5 Construction of the Work

8.5.1 The Contractor shall construct the works as specified, and in conformity with the Specifications and Standards set forth in the contract. The Contractor shall be responsible for the correct positioning of all parts of work, and shall rectify any error in the positions, levels, dimensions or alignment of work. and the Contractor agrees and undertakes that the construction shall be completed on or before the scheduled Completion Date, including any extension thereof.

8.5.2 The total price of the works shall be the price as indicated in the offer acceptance letter unless the same is modified or changed by Surat Smart City Development Limited in view of any modification or change brought about after final approval of drawing, design and scheme of the work. It is clearly understood that the price quoted is the total per unit D.U price for the entire scope of the work as agreed.

### **8.6 Construction Programme**

The contractor shall submit a detailed programme within 15 days after receiving the letter of acceptance. Whenever necessary contractor shall also submit a revised programme indicating how he plans to catch up with the slippages. Each programme shall include the order in which he intends to carry out the work including the anticipated timing of each stage of design, procurement, deployment of resources and quantities involved. The programme will be projected as Bar Chart / CPM – Net work presentation. Contractor shall promptly give notice of probable future events or circumstance which may adversely affect the work. The programme should include deployment of financial resources commensurate with the work planned each month. 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.

### **8.7 Extension of time for completion**

8.7.1 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 separately. 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 Surat Smart City Development Limited 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 SSCDL.

8.7.2 If contractor considered himself to be entitled to an extension of time for completion, the contractor shall give engineer a notice within 7 days from the cause justifying such extension indicating the period justified. The engineer of SSCDL shall evaluate the Time Impact and make an adjustment in time for completion. Such extension, it is reiterated shall not be associated with any compensation or claim for delay being pressed by the contractor.

### **8.8 Liquidated Damage/Delay Damages**

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. The Delay Damages shall be the sum stated in Bidding data which shall be payable for delay for each day that is caused incompletion. The total amount of such delay damages shall not exceed the amount named in the contract. It is agreed between the parties that the amount so named and the limit so fixed as compensation is the true and correct estimated damage caused to Surat Smart City Development Limited resulting from extension of time and which otherwise is not subject to any

arithmetic computation. 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.

## ARTICLE 9

### QUALITY ASSURANCE, MONITORING AND SUPERVISION

#### 9.1 Quality of Materials and workmanship

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

#### 9.2 Quality control system

9.2.1 The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the “Quality Assurance Plan” or “QAP”).

9.2.2 The Contractor shall, within 30 (thirty) days of the commencement Date, submit to the SSCDL’s Engineer its Quality Assurance Plan which shall include the following:

- (a) organisation, duties and responsibilities, procedures, inspections and documentation;
- (b) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with Good Industry Practice; and

**(c) Internal quality audit system.**

The SSCDL’s Engineer shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required, and the Contractor shall incorporate those in the QAP to the extent required for conforming with the provisions in the contract.

9.2.3 The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets and workmanship in accordance with the Quality Assurance Plan.

9.2.4 The cost of testing of Construction, Materials and workmanship shall be borne by the Contractor.

#### 9.3. Methodology

9.3.1 The Contractor shall, at least 15 (fifteen) days prior to the commencement of the construction, submit to the SSCDL’s Engineer for review the methodology proposed to be adopted for executing work, giving details of equipment to be deployed, traffic management and measures for ensuring safety. The SSCDL’s Engineer shall complete their view and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

#### 9.4. Inspection and technical audit by the SSCDL

9.4.1 The SSCDL or any representative authorised by the SSCDL in this behalf may inspect and review the progress and quality of the construction of Work and issue appropriate directions to the SSCDL’s Engineer and the Contractor for taking remedial action in the event work are not in accordance with the provisions of this Agreement.

### 9.5 External technical audit

9.5.1 At any time during construction, the SSCDL may appoint an external technical auditor to conduct an audit of the quality of work. The findings of the audit, to the extent accepted by the SSCDL shall be notified to the Contractor and the SSCDL's Engineer for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit here under. Notwithstanding anything contained in the contract, the external technical audit shall not affect any obligations of the Contractor or the SSCDL's Engineer under this Agreement.

### 9.6 Inspection of construction records

9.6.1 The SSCDL shall have the right to inspect the records of the Contractor relating to work.

### 9.7 Monthly progress reports

9.7.1 During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the SSCDL a monthly report on progress of work in the format approved by SSCDL's engineer and shall promptly give such other relevant information as may be required by the SSCDL's Engineer.

### 9.8 Inspection

9.8.1 The SSCDL's Engineer and its authorised representative shall at all reasonable times:

- (a) 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
- (b) 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.

9.8.2 The Contractor shall give the SSCDL's Engineer and its authorised agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

9.8.3 The Contractor shall submit a monthly inspection report (the "Inspection Report") to the SSCDL and the Contractor bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the Contractor shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

### 9.9 Samples

9.9.1 The Contractor shall submit the following samples of Materials and relevant information to the SSCDL's Engineer for pre-construction review:

- (a) manufacturer's test reports and standard samples of manufactured Materials; and
- (b) samples of such other Materials as the SSCDL's Engineer may require.

### 9.10 Tests

9.10.1 For determining that work conform to the Specifications and Standards, the SSCDL's 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 this Agreement, and in accordance with Good Industry Practice for quality assurance.

Volume I – Technical Bid

Design and Construction of Skywalk

9.10.2 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 SSCDL's Engineer in this behalf. The SSCDL's 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.

9.10.3 All expenditure including travel, lodging boarding of SSCDLEngineers and/or its representatives shall be borne by the contractor.

**Testing of materials:**

When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code and specifications.

(i) The test certificates regarding its property including indication of its Thermo-Mechanically treated must accompany every lot and shall be submitted to SURAT SMART CITY DEVELOPMENT LIMITED before utilizing the same. Unless and until such certificate is submitted, the steel procure at site will not be allowed to be used.

(ii) All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.

(iii) The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.

**9.11 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :**

If it shall appear to the Engineer-in-charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound imperfect or unskilled workmanship or otherwise not in accordance with the contract shall, no demand in writing from Engineer-in-charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work, specified and in the event of failure to do so within a period to be specified by Engineer-in-charge in his aforesaid demand, contractor shall be liable to pay compensation at the rate of one (1) percent of the tendered cost of work for every Ten (10) days limited to a maximum of Ten (10%) Percent of the value of work while his failure to do so continue and in the case of any such failure the Engineer-in-charge may on expiry of the notice period rectify and remove and re-execute the work or remove and replace with other at the risk and cost of the Contractor. The decision of the Engineer-in-charge as to any question arising under this clause shall be final and conclusive.



**STANDARD NORMS FOR QUALITY CONTROL**

Sr No	Test		Frequency of tests as per I.S.	Acceptance Criteria
<b>1</b>	<b>Cement</b>			
a)	Setting time initial		50 -100 T- 2 sample	Not less than 30 minutes
	Final		100-200 T-3 sample	Not more than 600 minutes
			200-300 T-4 sample	
			300 - 500 T-5 sample	
			500- 800 T-6 sample	
			810- 1300 T-7sample	
b)	Fineness by Sieve		1 in 5 samples	90% passed from 90micron sieve
c)	Consistency		One sample(Each sample asabove)	Above 30 percent
d)	Compressive strength		One sample(Each sample asabove)	160 kg / cm2 for OPC & PPC on thirdday
				220 kg / cm2 for OPC & PPC on seventh day
				310 kg / cm2 for OPC & PPC on twenty eight day
e)	Fineness test through Specific surface		1 in 5 samples	2250 kg/Cm2 and above for OPC FOR PPC 3000 kg/Cm2
f)	Chemical AnalysisIS 4032-986		1 in 5 samples	Mgo less than 6 percentSO3 less than 2.75 percentless on ignition upto 5 percent
<b>2</b>	<b>Sand</b>			
a)	Silt Content		1 sample of 10 kg/150 cu. mt.	Up to 3 percent
b)	Fineness modulus		- Do-	Specification as per specified standard. No sand of fourth zone shall be used.
<b>3</b>	<b>Kapachi - Grit for Bituminous work</b>			
a)	Gradation		1/200 m3	
b)	Flakiness index		1/200 m3	Max 30 %
c)	Impact		1/100 m3	Max 30 %
d)	Abrasion		1/100 m3	Max 35 %
e)	Bit. Extraction		100 MT - 1	0.80 to 4 %
f)	Bitumin (penetration test)		100 MT - 1	
g)	Stripping value		50 -100 m3 one test	Max. 25 %
<b>3</b>	<b>Kapachi - Grit for Building work</b>			As per IS 183-1970 standards
a)	Gradation		2 test / Season	As per relevant specifications provision
b)	Impact		2 test / Season	wearing surface overlaid surface (IS18.5-1972)30 % 45 %
c)	Abrasion		2 test / Season	30 % 5 %
d)	Soundness		2 test / Season	Loss with Loss with
<b>4</b>	<b>Bricks</b>			
a)	Efflorescence		20 bricks out of	Moderate

Volume I – Technical Bid

Design and Construction of Skywalk

			2000			
			32 bricks out of 3500			
			50 bricks out of 50000			
b)	Water absorption		-DO-		Less than 20 Percent	
c)	Compressive strength		-DO-		Minimum average 35 Kg/cm <sup>2</sup> & individual result may fall below up to 20 percent	
<b>5</b>	<b>Cement Concrete Flooring/Mosaic tiles</b>					
a)	Water absorption		6 tiles /2000 tiles		Maximum 10 percent	
b)	Transverse strength		12 tiles /2000 tiles		Wet Dry	
					80 Kg/cm <sup>2</sup> 120 Kg/cm <sup>2</sup>	
c)	Abrasion		6 tiles /2000 tiles		Average wear shall not exceed 3.5 mm	
<b>6</b>	<b>Water Chemical Analysis</b>		Once for approval source			
a)	PH		"		6 to 8	
b)	Chlorides		"		2000 mg/L (PCC) & 500 mg/L for RCC	
c)	Organic (matter)		"		200 mg/L Max.	
d)	Inorganic (matter)		"		3000 mg/L Max.	
e)	Sulphate (mg/L)		"		500 mg/L Max.	
f)	TDS		"		2000 mg/L Max.	
<b>7</b>	<b>Cement Concrete cubes ordinary and controlled concrete</b>	As per IS 456-2000		Grade designation	Specified characteristic cube compressive strength. At 28 days N/mm <sup>2</sup>	
		work m <sup>3</sup>	No. of sample	M10	10	
		1-5 m <sup>3</sup>	1	M15	15	
		6-15 m <sup>3</sup>	2	M20	20	
		16-30 m <sup>3</sup>	3	M25	25	
		31-50 m <sup>3</sup>	4	M30	30	
		51 m <sup>3</sup> & Above	4+ one	M35	35	
		add sample for each 50 m <sup>3</sup> part there of		M40	40	
	ordinary and controlled concrete for road bridge	successes /60m <sup>3</sup> each for 7 and 28 days further that everyday for first six days and once in three days there after.	Average compressive strength of each day should not be less than specified strengths subject to that 20% cubes per day (i.e.) 1 per 5 may fall below specified strength up to its 85 percent			
<b>8</b>	<b>Steel</b>					
a)	Mild steel bar	1 test /40 MT	Nominal dia of bars in	Ultimate tensile Strength Kg/cm <sup>2</sup>	Yield stress	Elongation (in%)

Volume I – Technical Bid

Design and Construction of Skywalk

			mm			
			0-20	42	26	23
			20-40	42	26	23
			over 40	42	26	23
			Allsize	49.5	42.5	14.5
b)	TMT bars		Fe-500 Quenched and Tempered (TMT) bars of different diameters satisfying IS : 1786, with Yield stress > 500 N/mm <sup>2</sup> , Tensile strength > 545 N/mm <sup>2</sup> And elongation more than 12.00 %			
c)	steel for general structural purpose specification IS 2062-1992		Gr.A Fe410 WS 410 N/mm <sup>2</sup> (All size) Gr.B. Fe410 WB 410 N/mm <sup>2</sup> (All size) Gr.C. Fe410 WC 410 N/mm <sup>2</sup> (All size)			
d)	steel wires for prestressed concrete IS 1785 part-1 19 lab		8.0 140 Kg/mm <sup>2</sup> 7.0 150 Kg/mm <sup>2</sup> 5.0 160 Kg/mm <sup>2</sup> 4.0 175 Kg./mm <sup>2</sup> 3.0 190 Kg./mm <sup>2</sup>			
			85 % the minimum specific tensiled strength			
<b>9</b>	<b>Teakwood</b>	As per LOT				
a)	Colour					
b)	Hardness					
c)	Density					
d)	Weight					
e)	Moisture cement					
f)	Porosity					
g)	Rasin					
h)	I.D. Mark					
<b>10</b>	All Other Material	As suggested by Consultant/EIC/ TPI as per relevant IS code				

**NOTE :**

- (1) For Sand and Coarse aggregate two Nos. of full bag for one sample shall be supplied by agency.
- (2) For water test 5:00 liters of water shall be supplied by agency in plastic container for each sources.
- (3) Sample from the lot shall be selected by authorized representative along with representative of SSCDL or TPI or PMC.
- (4) Selected sample shall be handed over personally by representative of SSCDL. or TPI or PMC in sealed condition with letter containing sample No. and sampling date.
- (5) Test report should be received by the department containing reference of department's letter, sample No. sampling date and date of testing.
- (6) Tests as may be directed by Engineer in charge as shown above shall have to be Conducted
- (7) Above mentioned all the tests of the materials and others shall be carried out for in construction of each and every different lot in any Government Approved External Laboratory within Gujarat.

### 9.11 Examination of work before covering up

In respect of the work which the SSCDL's Engineer is entitled to examine, inspect, measure and/or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the SSCDL's Engineer whenever any such work is ready and before it is covered up. The SSCDL's Engineer shall then either carry out the examination, inspection or testing without unreasonable delay or promptly give notice to the Contractor that the SSCDL's Engineer does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the SSCDL's Engineer to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the SSCDL's Engineer within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the SSCDL's Engineer, the Contractor shall be entitled to assume that the SSCDL's Engineer would not undertake the said inspection.

### 9.12 Rejection

9.12.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the SSCDL's Engineer shall reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the Defect and ensure that the replaced item complies with the requirements of this Agreement.

9.12.2 If the SSCDL's Engineer requires the Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions, as applicable in each case. If the rejection and retesting cause the SSCDL to incur any additional costs, such cost shall be recoverable by the SSCDL's from the Contractor; and may be deducted by the SSCDL from any monies due to be paid to the Contractor.

### 9.13 Remedial work

9.13.1 Notwithstanding any previous test or certification, the SSCDL's Engineer may instruct the Contractor to:

- (a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement;
- (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and (c) execute any work which is urgently required for the safety of the Work, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event.,

9.13.2 If the Contractor fails to comply with the instructions issued by the SSCDL's Engineer, within the time specified in the SSCDL's Engineer's notice or as mutually agreed, the SSCDL's Engineer may advise the SSCDL to have the work executed by another agency. The cost so incurred by the SSCDL for undertaking such work shall, without prejudice to the rights of the SSCDL's to recover Damages in

accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the SSCDL's from any monies due to be paid to the Contractor.

#### **9.14 Quality control records and Documents**

The Contractor shall hand over to the SSCDL's Engineer a copy of all its quality control records and documents before the Completion Certificate is issued.

#### **9.15 Video recording and Photography**

During the Construction Period, the Contractor shall provide to the SSCDL for every calendar quarter, photographs and a video recording, which will be compiled into a 3(three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Works in that quarter. The video recording shall be provided to the SSCDL no later than 15 (fifteen) days after the close of each quarter after the commencement date.

#### **9.16 Suspension of unsafe Construction Works**

9.16.1 In event its come to the notice of SSCDL any impending risk to the work or the personnel on and around the project site, the SSCDL may by notice require the Contractor to suspend forthwith the whole or any part of work if, in the reasonable opinion of the SSCDL's Engineer, such work threatens the safety of the Users and pedestrians.

9.16.2 The Contractor shall, pursuant to the notice under contract, suspend work or any part thereof for such time and in such manner as may be specified by the SSCDL and thereupon carry out remedial measures to secure the safety of suspended works, the Users and pedestrians. The Contractor may by notice require the SSCDL's Engineer to inspect such remedial measures forthwith and make a report to the SSCDL recommending whether or not the suspension hereunder may be revoked. Upon

receiving the recommendations of the SSCDL's Engineer, the SSCDL shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the SSCDL, shall be repeated until the suspension hereunder is revoked.

9.16.3 All costs incurred for maintaining and protecting work or part thereof during the period of suspension shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this Agreement by the SSCDL, the Costs shall be borne by the SSCDL. However cost for maintaining and protecting the work for first 30 days, in any event shall be borne by Contractor irrespective of SSCDL bringing about the suspension for its own convenience. The quantum of cost for maintenance and protection of the work when payable to the contractor shall be subject to approval of SSCDL engineer.

9.16.4 If suspension of Works is for reasons not attributable to the Contractor, the SSCDL'S Engineer shall determine any Time Extension to which the Contractor is reasonably entitled.

#### **9.17 Setting of site Laboratories:**

The contractor shall install testing equipment at site. The contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide necessary trained staff for carrying out

such tests for using such equipment. The tests shall be carried out under the supervision of the Engineer-in-charge/PMC/TPI.

**9.18 Instructions for Composite Contract:**

It will be obligatory on the part of the tenderer to sign the tender documents for all the components. (The schedule of quantities, conditions and specials conditions etc.).

In case of breakage of any existing service lines, it shall be immediately attended by the contractor failing which SSCDL has full liberty to get work done at the cost and risk of the contractor over and above repairing charges, penalty as decided by the Engineer in charge shall be imposed and deducted from Bill of the contractor.

**9.19 Condition for Cement:**

9.19.1 Cement required for the work shall be procured by the contractor.

The contractor shall procure, only Ordinary Portland Cement (conforming to IS:8112). This procurement shall be from reputed manufacturers of cement having a production capacity of one million tons per annum or more as approved by Ministry of Industry, Government of India and holding license to use IS certification make for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken in 50 Kg. bags bearing manufacturer's name or his registered trademark, if any and grade and type of cement as well as IS marking.

9.19.2 The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Performa and signed daily by the contractor or his authorized agent in token of its correctness.

9.19.3 Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS Code. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge.

9.19.4 The contractor shall supply free of charge the cement required for testing. The cost of testing charges shall be borne by the contractor.

9.19.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained.

9.19.6 For non-scheduled items, the decision of the Executive Engineer regarding theoretical quantity of cement which should have been actually used shall be final and binding on the contractor.

9.19.7 Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

**9.20 Condition for Steel:**

(a) The contractor shall procure steel reinforcement of Thermo Mechanically Treated TMT/CRS Bars Fe-500 conforming to IS-1786:1985(reaffirmed 2004). The contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-charge of having procured the steel reinforcement. The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge and get tested in accordance with provision of relevant specifications. In case, test results indicate that the steel arranged by the contractor does not confirm to the specifications, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within 7 days of written order from the Engineer-in-charge to do so.

(b) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tons or more or as directed by the Engineer-in-charge.

(c) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

(d) For checking nominal mass tensile strength, bend test, rebound test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:-

Size of Bar.	For consignment below 100 tons	For consignment above 100 Tons.
Under 10mm dia bars	One sample for each 25 tons or part thereof.	One sample for each 40 tons or part thereof.
10mm to 16mm dia. Bars	One sample for each 35 tons or part thereof.	One sample for each 45 tons or part thereof.
Over 16mm dia bars	One sample for each 45 tons or part thereof.	One sample for each 50 tons or part thereof.

The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.

e) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of Engineer-in-charge.

f) Every care should be taken to avoid mixing different types of grades of bars in the same structural members as main reinforcement to satisfy relevant latest IS Codes. In case of buildings wherever the situation necessitates the changeover shall be made only from any one level onwards. In case of foundation, all foundation elements (footing and grade beams) shall have the same kind of steel. In case of columns all structural elements up to the level of change where the changeover is taking place should have the same kind of steel as those in columns,

Volume I – Technical Bid

Design and Construction of Skywalk

g) The reinforcing steel brought to site of work, shall be stored on brick / timber platform of 30/40cm. height. Nothing extra shall be paid on this account.

f) During the execution of work contractor should maintained BAR BENDING SCHEDULE (BBS).

**9.21 Condition for water:**

a) The contractor shall make his own arrangement for providing water for construction and drinking purpose. Contactor shall get the water tested from any approved laboratory of SSCDL as per direction of Engineer-in-Charge at regular interval All expenses towards collection of samples, packing, transportation and testing charges etc. shall be borne by the contractors.

b) The contractor shall arrange at his own cost and nothing extra shall be paid to the contactor on this account. The water shall be got tested at SSCDL / SSCDL laboratory.

c) In the event of any difference of opinion among site representatives in carrying out the item of work in accordance with the agreement the Engineer-in-charge shall decide the issue and his decision shall be final and binding on the contactor and the contactor shall be bound to carry out the instruction to complete work in time. At no point of time the contractor shall stop execution of the work on any ground what so ever.

**9.22 WORK IMPLEMENTATION :**

SERVICES FOR MANAGEMENT OF PROJECT

The Services for management of project will include planning, scheduling monitoring progress reporting, quality assurance and quality control and overall Project Management functions. Contractor shall nominate Project Manager who will be responsible for the total scope of work under this contract and shall respond to SURAT SMART CITY DEVELOPMENT LIMITED and EIC and/or their representative.

The Contractor is expected to execute the work services under this contract on TASK FORCE concept with a dedicated team of specialists –Experienced persons, who will be responsible and respond to the Project Manager. The Task Force shall be so organized as to give effective management and control of various services to the Project Manager.

9.22.1. PROJECT PLANNING :

a) CONTRACTOR shall provide additional resources whenever the scheduling shown on the **BAR CHART/ S Curve** indicates a possible delay in the completion date. Such additional effort may require an increase in equipment and/or personnel and / or work in excess of the normal working time. All extra costs incurred by the CONTRACTOR in order to prevent a possible delay in the completion date will be to CONTRACTOR's account.



Volume I – Technical Bid

Design and Construction of Skywalk

- b) CONTRACTOR shall notify the E.I.C. within 24 hours after any occurrence which will adversely affect the completion date of the project. In addition, the Contractor shall include statement of proposed remedial action for expediting these items.
- c) While preparing network diagrams, monsoon period from June mid to September mid shall be kept in view. Internal roads, drains and other civil works should be planned such that rains do not have impact on the progress of the Work.
- d) BAR CHART should be supported by resource based network for proper planning, monitoring, and control of the project execution, keeping the overall schedule unchanged.
- e) A joint programme of execution of WORK will be prepared by the Engineer-in-Charge and CONTRACTOR which will take into account the Time Schedule of completion.
- f) Monthly / weekly construction programme will be drawn up by Engineer-in-Charge/CONSULTANT jointly with the CONTRACTOR based on availability of work fronts. The CONTRACTOR shall scrupulously adhere to these Targets / programme by deploying adequate personnel and construction tools and tackles and he shall also supply all materials included his scope of supply in time to achieve the targets set out in the weekly and monthly programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes/targets and the degree of achievements, the decision of the Engineer-in-Charge / CONSULTANT shall be final and binding on the CONTRACTOR.

9.22.2 PROGRESS REPORTS DURING CONSTRUCTION

- a) CONTRACTOR shall make every effort to keep the Dept. adequately informed as to the progress of the WORK throughout the Contract period.
- b) CONTRACTOR shall keep the Dept. informed well in advance of the construction schedule so as to permit the Dept. to arrange for requisite inspection to be carried out in such a manner as to minimize interference with the progress of WORK. It is imperative that close co-ordination be maintained with the E.I.C. / Dept. during all phases of Work.
- c) Contractor shall give every day report on category-wise labour & equipment deployed alongwith the progress of work done on previous day in the proforma prescribed by EIC.
- d) All important events shall be photographed by the contractor and to be submitted to Dept. for records.

9.22.3 PROGRESS MEASUREMENT METHODOLOGY :

Volume I – Technical Bid

Design and Construction of Skywalk

The contractor is required to submit within **Two Weeks** of award of work, the methodology of progress measurement of sub ordering, manufacturing / delivery, sub-contracting and the basis of computation of overall service / physical progress achieved. The Owner reserves the right to modify the same in part or in full.

9.22.4 FUNCTIONAL SCHEDULES :

The contractor shall prepare detailed functional schedules in line with Bar-Diagram for function monitoring and control and submit scheduled progress curves for each function viz. Ordering, delivery and construction.

9.22.5 PROGRESS REVIEW MEETING :

The contractor shall present the program and status at various review meeting as & when required.

<b>(A) Review Meetings</b>	
<b>Level of Participation</b>	Contractor, Engineer-in-Charge,PMC/TPI,Consultants
<b>Agenda</b>	<b>a)</b> Weekly Program V/S actual achieved in the post week & program for next week.
	<b>b)</b> Remedial action and hold up analysis.
	<b>c)</b> Client query / Approval / Site Officer.
<b>(B) Monthly Review Meeting</b>	
<b>Level of Participation</b>	Senior Officers of Dept. / Consultant & Contractors,Engineer-inCharge,PMC/TPI,Consultants
<b>Agenda</b>	<b>a)</b> Progress Status / Statistics.
	<b>b)</b> Completion Outlook.
	<b>c)</b> Major Hold Ups / Slippage's.
	<b>d)</b> Assistance Required.
	<b>e)</b> Critical Issues.
	Client Query / Approval.
<b>Venue</b>	/ Site Office or as decided by EIC.

**PROGRESS REPORTING.**

The contractor shall submit the following progress reports on a regular basis for SSCDL's information:

- i) Monthly Progress Report.

This report shall be submitted on a monthly basis within 5(five) calendar days from cut-off date, as agreed upon covering overall scenario of the project. The report shall include, but not limited to the following:

Volume I – Technical Bid

Design and Construction of Skywalk

- Executive Summary – Summary of major events / activities, completed during the period being reported.
- Schedule versus actual percentage progress and progress curves for Sub-ordering, Sub-Contracting, Constructing and Overall Project.
- Area of concern / problem / hold-ups, impacts and action plans.
- Activities executed, achievements during the month and targets for the following months.
- Analysis of critical activities and impact on overall completion.
- Chronological achievement of key events indicating scheduled and actual occurrence dates.
- Annexures giving status summary for drawings, MRs, equipment and materials delivery, Sub-contracting and construction. ( Typical formats are enclosed herewith for contractor's reference)
- Resources deployment status against planned.
- Change order status.
- Construction photographs.

ii) Weekly Reports.

This report will be prepared for Division Office and Construction site in summarized fashion and submitted on every Tuesday taking status as of Sunday by the contractor on weekly basis and will cover following items :

- Activities completed (Sub-contracting, Construction etc.)\
- Resource deployed – men and machines.
- Quantities and Productivity achieved in Key area of work.
- Programme of work for the next week.
- Record of Mandays lost, with the reasons.

Volume I – Technical Bid

Design and Construction of Skywalk

- Constraints.
  
- The report / information may be transmitted preferably through Fax/mail.
  
- iii) Daily Progress report.
  - Important activities for the day at site.
  
  - Receipt of major Equipment / Materials received at site.

**REQUIREMENT OF COPIES FOR SUBMISSION OF SCHEDULES & REPORTS.**

Sr.No.	Name of Document	No. of Copies.
1.	Overall Project Schedule	3
2.	Detailed Activity Network	3
3.	Functional Schedules	3
4.	Construction Network	3
5.	Monthly Progress Reports	3
6.	Weekly Progress Report	3
7.	Daily Bulletin	3

Various typical formats for planning and reporting various activities of the Project are enclosed as Annexure. The format can be changed as per requirement of SSCDL.



Volume I – Technical Bid

Design and Construction of Skywalk

JOB NO. : _____ PROJECT NAME : _____ LOI DATE : _____ START DATE : _____ CONT. COM. DATE : _____ ANT. COM. DATE : _____	MONTHLY PROGRAMME	PROGRAM FOR THE LAST MONTH : _____ ACHIEVED IN THE LAST MONTH : _____ CUMMULATIVE SCHEDULE : _____ CUMMULATIVE ACTUAL : _____ WORK FRONT AVAILABLE : _____ SCH. FOR THE MONTH : _____ PROGRAMME FOR THE MONTH : _____
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S.NO	ACTIVITY DESCRIPTION	UNIT	ESTIMATED QUANTITY	REVISED QUANTITY	WID. VALUE.	QTY PLANNED IN LAST MONTHS	QTY. ACHD. IN LAST MONTH	CUMM. . QTY ACHD	WORK FRONT	QTY PLANNED IN THIS MONTH	WEEK WISE PROGRAMME				CONSTRAINTS
											11-18	19-16	27-03	04-10	



JOB NO. : _____ LOI DATE : _____ START DATE : _____ CONT. COM. DATE : _____ ANT. COM. DATE : _____	<p><b><u>WEEKLY PROGRESS REPORT</u></b></p> DISCIPLINE : _____ WEEKLY PROGRESS : FROM _____ TO _____ WEEKLY PROGRESS : FROM _____ TO _____	PROGRAM FOR THE WEEK : _____ ACHIEVED DURING WEEK : _____ CUMM. SCH. PROGRESS : _____ CUMM. ACT. PROGRESS : _____ PROGRAM FOR NEXT WEEK : _____										
S.NO.	ACTIVITY DESCRIPTION	UNIT	ESTIMATED QUANTITY	REVISED QUANTITY	WTD. VALUE.	PROGRAM FOR THE WEEK	ACHIEVED DURING WEEK	CUMM. QUANTITY.	WTD.VALUE ACHIEVED	WORK FRONT	PROGRAM FOR NEXT WEEK	HOLD-UPS/REMARKS.

**DAILY PROGRESS REPORT**

1	<b>SKILLED LABOUR STRENGTH :</b>					
Today	1. MASON	2. CARPENTER	3. FITTER	4. ELECTRICIAN	5. PLUMBER	6. WELDER
	7.GETTYMAN	8.OPERATOR				
2	<b>UNSKILLED LABOUR STRENGTH:</b>					
	9. LABOUR (M/C)	10. LABOUR (F/C)	11. CARPENTER 'S HELPER	12. FITTER 'S HELPER	13. WIREMAN	14. OTHERS
Today						
3	<b>EQUIPMENT IN OPERATION</b>			<b>STATUS WORKING / NOT WORKING</b>		
	a) CONCRETE BATCHING PLANT					
	b) CONCRETE MIXER					
	c) VIBRATOR					
	d) HOIST					
	e) J.C.B.					
	f) TRACTORS					
	g) DIGITAL WEIGH BATCHER MACHINE					
	h) WELDING MACHINE					
	i) PUMP					
4	<b>MATERIAL STATUS</b>					
	a) Cement	b) Steel	c) Bricks	d) Fine Aggregate	e) Coarse Aggregate	f) Shuttering
Today						
This Month						
Upto Date						
5	<b>ACTIVITIES IN PROGRESS</b>					
<b>SR. NO.</b>	<b>NAME OF WORK</b>	<b>LOCATION</b>	<b>APPROX.QTY. EXECUTED</b>	<b>WHETHER AS TARGETED MORE / LESS</b>		
6	<b>REMARKS</b>					

**Project Manager  
(Contractor)**

**Const. Manager  
(Consultant)**

### 9.23 QUALITY CONTROL, TESTS AND INSPECTION

- 9.23.1 The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications of the Contract and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of Prices.
- 9.23.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by CONTRACTOR at his own cost.
- 9.23.3 The work is subject to inspection at all times by the Engineer-in-Charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of the Contract, the technical documents and the relevant codes of practice furnished to him during the performance of the work( If necessary).
- 9.23.4 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the CONTRACTOR shall carry out the rectifications / replacement at his own cost.
- 9.23.5 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 9.23.6 Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this Contract.
- 9.23.7 The contractor at his cost should make arrangement for the required testing facilities such as cube testing, sieve analysis apparatus, cement testing device, slump cone, cube moulds, weighing machines etc. at site in order to have regular check on works, materials used etc.
- 9.23.8 If any tests are required to be carried out in conjunction with the work or materials or workmanship not supplied by the contractor such tests shall be carried out by the contractor as per instruction of EIC & cost of such costs shall be reimbursed by the Surat Smart City Development Limited

### 9.24 FINAL INSPECTION

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 Surat



Volume I – Technical Bid

Design and Construction of Skywalk

Smart City Development Limited. . The Surat Smart City Development Limited 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.

**9.25 Recovery for lesser material issued/consumed.**

Quantity of cement & steel shall be calculated on the basis of quantity of cement and steel required for different items or work as per standard consumption, with up to date overall consumption will be checked at the time of final bill, if any material consumed is less than standard norms, same amount shall be recovered from final bill.

**Cement, Reinforcement steel and other materials:**

(1) Penalty for **Cement and Reinforcement steel** shall be levied as below against variation than the actual consumption:

- (a) No penalty if actual total consumption is equal to or more than standard theoretical total consumption. For over consumption of cement no extra payment shall be made.
- (b) **Twice the Basic Rate of actual market rate** per MT for the variation in cement consumption less than standard theoretical consumption.
- (c) **Twice the Basic Rate of actual market rate per MT for TMT steel & per MT for CRS steel** for variation in steel consumption less than standard theoretical consumption.

(2) No separate payment shall be made for any kind of wastage/excess consumption in the materials.

**ARTICLE 10**

**COMPLETION CERTIFICATE**

**10.1 Tests on completion**

10.1.1 At least 30 (thirty) days prior to the likely completion of the The Work, or a Section thereof, the Contractor shall notify the SSCDL's Engineer of its intent to subject the Work or a Section thereof, to Tests. The date and time of each of the Tests shall be determined by the SSCDL's Engineer in consultation with the Contractor, and notified to the SSCDL who may designate its representative to witness the Tests. The Contractor shall either conduct the Tests as directed by the SSCDL's Engineer or provide such assistance as the SSCDL's Engineer may reasonably require for conducting the Tests. In the event of the Contractor and the SSCDL's Engineer failing to mutually agree on the dates for conducting the Tests, the SSCDL shall fix the dates by giving not less than 10 (ten) days notice to the contractor.

10.1.2 All Tests shall be conducted as per standard practice. The SSCDL's Engineer shall either conduct or observe, monitor and review the Tests conducted by the Contractor, as the case may be, and review the results of the Tests to determine compliance of the Work or a Section thereof, with Specifications and Standards and if it is reasonably anticipated or determined by the SSCDL's Engineer during the course of any Test that the performance of the Work or Section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify the Defect or deficiencies. Upon

## Volume I – Technical Bid

## Design and Construction of Skywalk

completion of each Test, the SSCDL's Engineer shall provide to the Contractor and the SSCDL copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the SSCDL's Engineer may require the Contractor to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Work or Section thereof with the Specifications and Standards.

### 10.2 Provisional Certificate

- 10.2.1 Upon completion of all Works forming part of the Work, save and except work for which Time Extension has been granted, the SSCDL's Engineer shall, at the request of the Contractor, issue a provisional certificate of completion if the Tests for and in respect of the completed Works are successful. The Provisional Certificate shall have appended there to a list of outstanding items of work (the "Punch List") that need to be completed in accordance with the provisions of this Agreement. The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Work for which the Provisional Certificate has been issued, within a period of 30 (thirty) days of the date of Provisional Certificate, and those parts of work in respect of which Time Extension has been granted, within the extended period thereof. For the avoidance of doubt, the Parties agree that the Punch List shall include all Works for which Time Extension has been granted and shall also include any minor outstanding items of work forming part of the completed Sections if such works do not materially affect the use of the completed Sections for their intended purpose. The Parties further agree that Provisional Certificate shall not be issued if the completed Works cannot be safely and reliably placed in service of the Users thereof.
- 10.2.2 If the SSCDL's Engineer determines that the Work or any completed part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in operation, it shall forthwith make a report in this behalf and send copies hereof to the SSCDL and the Contractor and withhold issuance of the Provisional Certificate until the Defects or deficiencies are rectified by the Contractor and Tests are successful in accordance standard.
- 10.2.3 Notwithstanding anything to the contrary contained in contract, the SSCDL may, at anytime after receiving a report from the SSCDL's Engineer under that Clause, direct the SSCDL's Engineer to issue a Provisional Certificate and such direction shall be complied forthwith.

### 10.3 Completion of remaining Works

All items in the Punch List shall be completed by the Contractor in accordance with the provisions of this Agreement. For any delay in their completion other than for the reasons solely attributable to the SSCDL or due to Force Majeure, the SSCDL's shall be entitled to recover Damages from the Contractor in accordance with this Agreement.

### 10.4 Completion Certificate

- 10.4.1 Upon completion of all Works and on submission of completion certificate by the contractor the SSCDL's Engineer shall forthwith issue to the Contractor a Completion certificate after verification of site..
- 10.4.2 Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the SSCDL's may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an

Volume I – Technical Bid

Design and Construction of Skywalk

amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the SSCDL.

10.4.3 Without prejudice to the obligations of the Contractor specified, the property and ownership of all the completed Works forming part of the Work shall vest in the SSCDL.

**10.5 AS BUILT DRAWINGS AND DOCUMENTATION :**

The as built drawings and documents shall be submitted by the contractor in 3 [**Three**] sets including the drawings supplied by the contractor and the vendor designs along with one reproducible media / tracing / soft copies & Failure of such submission within the stipulated time limit attracts the penalty decided by E.I.C.

**10.6 Rescheduling of Tests**

If the SSCDL's Engineer certifies to the SSCDL and the Contractor that it is unable to issue the Completion Certificate or Provisional Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

**ARTICLE 11**

**CHANGE OF SCOPE**

**11.1 Change of Scope**

11.1.1 The SSCDL may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/alterations to work ("Change of Scope") during the progress of work and 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 and adjustment of time.

11.1.2 Change of Scope shall mean: any change that is brought about at the instance of SSCDL after the complete drawing and design has been approved as provided in the contract.

Such change shall be limited to -

(a) change in specifications of any item of Works;

(c) any additional work, Plant, Materials or services which are not originally included in the Scope of the Project.

11.1.3 If the Contractor determines at any time that a Change of Scope will, if adopted, (i) accelerate completion, (ii) reduce the cost to the SSCDL of executing, maintaining or operating the Work, (iii) improve the efficiency or value to the SSCDL of the completed the Work, or (iv) otherwise be of benefit to the SSCDL, it shall prepare a proposal with relevant details at its own cost. The Contractor shall submit such proposal, supported with the relevant details and the amount of addition or reduction in the Contract Price to the SSCDL to consider such Change of Scope. The SSCDL shall, within 15 (fifteen) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings there for or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express consent of the SSCDL, save and except any Works necessary for meeting any Emergency.

**11.1.4 The Employer Surat Smart City Development Limited (SSCDL) reserves right to decrease or Omit any work from the Scope of Project. It is in Contractor's obligation to execute the work as instructed by Surat Smart City Development Limited (SSCDL) and will not be compensated for such decrease or omission in scope of Tendered works.**

### **11.2 Procedure for Change of Scope**

11.2.1 In the event of the SSCDL determining that a Change of Scope is necessary, it may direct the SSCDL's Engineer to issue to the Contractor a notice specifying in reasonable detail work and services contemplated thereunder (the "Change of Scope Notice").

11.2.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the SSCDL and the SSCDL's Engineer such information as is necessary, together with preliminary documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if work or services are required to be carried out during the Construction Period; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:

(i) break down of the quantities, unit rates and cost for different items of work;

(ii) proposed design for the Change of Scope; and

(iii) proposed modifications, if any, to the Project Completion Schedule of the Work.

For the avoidance of doubt, the Parties expressly agree that, the Contract Price (per DU base) shall be increased or decreased, as the case may be, on account of Change of Scope.

11.2.3 Upon reaching an agreement, the SSCDL shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the SSCDL may:

(a) issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the SSCDL till the matter is resolved.

11.2.4 The provisions of this Agreement, in so far as they relate to Works and Tests, shall apply mutatis mutandis to work undertaken by the Contractor.

### **11.3 Payment for Change of Scope**

The payment for change of scope and extra item shall be made as per the latest Schedule of Rates (SOR) plus or minus % above/below of estimated tender cost as quoted by the Contractor and for non SOR items the rates will be paid as per market rate or as per mutual consent.

### **11.4 Restrictions on Change of Scope**

11.4.1 No Change of Scope shall be executed unless the SSCDL has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.

11.4.2 Change made because of any default of the Contractor in the performance of its obligations under this Agreement shall not be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.

ARTICLE 11-a

TRAFFIC REGULATION

11-a.1 Traffic regulation by the Contractor

11-a.1.1 The Contractor shall take all the required measures and make arrangements for the safety of Users during the construction and maintenance of the Work or a Section thereof in accordance with the provisions of standard practice. It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice or as advised by SSCDL for the safety of the traffic passing through the Section under construction or maintenance.

11-a.1.2 All works shall be carried out in a manner creating least interference to traffic passing through the Work or a Section thereof. In stretches where construction or maintenance works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. The Contractor shall take prior approval of the SSCDL's Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall be granted promptly and reasonably.

**ARTICLE 12**

**DEFECTS LIABILITY**

**12.1 Defects Liability Period**

13.1.1 As mentioned herein above in tender.

**12.2 Remediating Defects**

The Contractor shall repair or rectify all Defects and deficiencies observed by the SSCDL's Engineer during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the SSCDL's Engineer in this behalf, or within such reasonable period as may be determined by the SSCDL's Engineer at the request of the Contractor, in accordance with Good Construction Practice.

**12.3 Cost of remediating Defects**

For the avoidance of doubt, any repair or rectification undertaken in accordance with the contract, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

- (a) the design of the Project;
- (b) Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- (c) improper maintenance during construction of the Work by the Contractor; and/or
- (d) failure by the Contractor to comply with any other obligation under this Agreement.

**12.4 Contractor's failure to rectify Defects**

In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified by the SSCDL's engineer, the SSCDL shall be entitled to get the same

## Volume I – Technical Bid

## Design and Construction of Skywalk

repaired, rectified or remedied at the Contractor's cost so as to make the Work conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent there on shall, after due consultation with the SSCDL and the Contractor, be determined by the SSCDL's Engineer. The cost so determined and an amount equal to One hundred twenty percent (120 %) of the cost as Damages shall be recoverable by the SSCDL from the Contractor and may be deducted by the SSCDL from any monies due to the Contractor.

### **12.5 Contractor to search cause**

12.5.1 The SSCDL's Engineer may instruct the Contractor to examine the cause of any Defect in work or part thereof before the expiry of the Defects Liability Period.

12.5.2 In the event any Defect is attributable to the Contractor, the Contractor shall rectify such Defect within the period specified by the SSCDL's Engineer, and shall bear the cost of the examination and rectification of such Defect.

12.5.3 In the event such Defect is not attributable to the Contractor, the SSCDL's Engineer shall, after due consultation with the SSCDL and the Contractor, determine the costs incurred by the Contractor on such examination and notify the same to the Contractor, with a copy to the SSCDL, and the Contractor shall be entitled to payment of such costs by the SSCDL's

12.5.4 Any latent structural defects, if noticed within the defect liability period of ten years, the same shall be rectified at the cost of the contractor.

## **ARTICLE 13**

### **SSCDL's ENGINEER**

#### **13.1 Appointment of the SSCDL's Engineer**

13.1.1 The SSCDL's shall nominate and appoint the engineer-in-charge who shall carry out the duties as are necessary in performance of protection of interest of SSCDL as also may enable parties to achieve the work as intended in terms of the contract. The engineer shall have no authority to amend or alter the contract either on time or cost basis.

13.1.2 The appointment of the SSCDL's Engineer shall be made no later than 15 (fifteen) days from the date of this Agreement. The SSCDL shall notify the appointment or replacement of the SSCDL's Engineer to the Contractor.

13.1.3 The staff of the SSCDL's Engineer shall include suitably qualified engineers and other professionals who are appointed to assist the SSCDL's Engineer to carry out its duties.

13.1.4 In addition to nominating SSCDL's engineer, SSCDL shall be free to engage any agency or individual in capacity of project management engineer/Third Party Inspection agency who shall assist SSCDL engineer in fulfilling the role and duty of an engineer as required under the contract.

#### **13.2 Instructions of the SSCDL's Engineer**

13.2.1 The SSCDL's Engineer may issue to the Contractor instructions for remedying any Defect. The Contractor shall take such instructions from the SSCDL's Engineer, or from an assistant to whom appropriate authority has been delegated.

Volume I – Technical Bid

Design and Construction of Skywalk

- 13.2.2 The instructions issued by the SSCDL's Engineer shall be in writing. However, if the SSCDL's Engineer issues any oral instructions to the Contractor, it shall confirm in writing the oral instructions within 2 (two) working days of issuing them.
- 13.2.3 In case the Contractor does not receive the confirmation of the oral instruction within the time specified, the Contractor shall seek the written confirmation of the oral instructions from the SSCDL's Engineer. The Contractor shall obtain acknowledgement from the SSCDL's Engineer of the communication seeking written confirmation. In case of failure of the SSCDL's Engineer or its delegated assistant to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor may not carry out the instruction.

## ARTICLE 14

### PAYMENTS

#### 14.1 Contract Price

- 14.1.1. The SSCDL shall make payments to the Contractor for work on the basis of the lump sum price accepted by the SSCDL in consideration of the obligations specified in this Agreement, which shall be subject to adjustments in accordance with the provisions of this Agreement. For the 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 provisions of contract. The Parties further agree that save and except as provided in this Agreement, the Contract Price shall be valid and effective until issue of Completion Certificate.
- 14.1.2 The Contract Price includes all duties, taxes, royalty and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials and supplies acquired for the purpose of this Agreement and on the services performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax, that may be levied in India (by any of the Government departments) on work execution OR profits made by it in respect of this Agreement.
- 14.1.3 **No price escalation for change in rates of any materials will be paid /recovered by SURAT SMART CITY DEVELOPMENT LIMITED**
- 14.1.4 Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor's obligations for work under this Agreement and all things necessary for the Construction and the remedying of any Defects in the Work.
- 14.1.5 All payments under this Agreement shall be made in Indian Rupees.

#### 14.3 Interim Payment Statement for Works

The Contractor shall submit a statement (the "Interim Payment Statement"), in 3 copies, by the 7th (seventh) day of the month to the SSCDL's Engineer in the form set forth in the format approved by SSCDL engineer, showing the amount calculated to which the Contractor considers himself entitled for completed stage(s) of work. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work. Stage payment shall be determined based on the Terms of Payment given in Vol II – Price Bid.

#### **14.4 Time of payment**

15.4.1 The SSCDL shall pay to the Contractor any amount due under any payment certificate issued by the SSCDL's Engineer.

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

#### **14.5 Final Payment Statement**

14.5.1 Within 60 (sixty) days after receiving the Completion Certificate the Contractor shall submit to the SSCDL's Engineer for consideration six copies of a Final Payment Statement as per approved format by SSCDL's engineer (the "Final Payment Statement") for Works, with supporting documents showing in detail, in the form prescribed by the SSCDL's Engineer:

- (a) the summary of Contractor's interim Payment claims for Works as submitted in accordance with contract;
- (b) the amounts received from the SSCDL against each claim; and
- (c) any further sums which the Contractor considers due to it from the SSCDL.

If the SSCDL's Engineer disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as the SSCDL's Engineer may reasonably require. The SSCDL's Engineer shall deliver to the SSCDL:

#### **14.6 Discharge**

Upon submission of the Final Payment Statement for Works, the Contractor shall give to the SSCDL's, with a copy to the SSCDL's Engineer, a written discharge confirming that the total of the Final Payment Statement represents full and final settlement of all monies due to the Contractor in respect of this Agreement for all work arising out of this Agreement, except for any monies due to either Party on account of any Defect. Provided that such discharge shall become effective only after the payment due has been made in accordance with the Final Payment Certificate issued.

#### **14.9 Final Payment Certificate**

14.9.1 Within 30 (thirty) days after receipt of the Final Payment Statement for Works, and the written discharge, and there being no disputed items of claim, the SSCDL's Engineer shall deliver to the SSCDL, with a copy to the Contractor, a final payment certificate (the "Final Payment Certificate") stating the amount which, in the opinion of the SSCDL's Engineer, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the SSCDL's Engineer shall ascertain from the SSCDL all amounts previously paid by the SSCDL and for all sums to which the SSCDL's is entitled, the balance, if any, due from the SSCDL to the Contractor or from the Contractor to the SSCDL's, as the case may be.

14.9.2 The SSCDL's shall, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate and in that event no further amount shall ever become due and



Volume I – Technical Bid

Design and Construction of Skywalk

payable to the contractor in respect of this contract save and except as indicated in the final payment certificate.

**14.10 Correction of Interim Payment Certificates**

The SSCDL's Engineer may by an Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate issued by the SSCDL's Engineer.

**14.11 OVERPAYMENT AND UNDERPAYMENT :**

Whenever any claim for the payment of a sum to the Surat Smart city Development Limited arises out of or under this Contract against the contractor the same may be deducted by the Surat Smart city Development Limited 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 Surat Smart city Development Limited or from any sum due to the contractor with the Surat Smart city Development Limited (which may be available with Surat Smart city Development Limited), or from his retention money, or he shall pay the claim on demand. The Surat Smart city Development Limited reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.

The Surat Smart city Development Limited further reserves the right to enforce recovery of any over payment when detected.

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 Surat Smart city Development Limited from the contractor by way of all the means prescribed above or if any under payment is discovered by the Surat Smart city Development Limited, any amount due to the contractor under this contract or under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor from him to the Surat Smart city Development Limited on any other contract account whatsoever.

**ARTICLE 15**

**INSURANCE**

**15.1 Insurance for Works and Maintenance**

15.1.1 The Contractor shall effect and maintain at its own cost the insurances as per the requirements of SSCDL and Law.

15.1.2 The SSCDL and the Contractor shall, in accordance with its obligations as provided for in this Agreement, be liable to bear the cost of any loss or damage that does not fall within the scope of this contract or cannot be recovered from the insurers.

15.1.3 The Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the SSCDL from and against any and all losses, damages, costs, charges and/or claims with respect to:

- (a) the death of or injury to any person; or
- (b) the loss of or damage to any property (other than work);

Volume I – Technical Bid

Design and Construction of Skywalk

that may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of work or the remedying of any Defects therein.

15.1.4 The SSCDL shall fully indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to

(a) the use or occupation of land or any part thereof by the SSCDL;

(b) the right of the SSCDL to execute work, or any part thereof, on, over, under, in or through any land;

(c) the damage to property which is the unavoidable result of the execution and completion of work, or the remedying of any Defects therein, in accordance with this Agreement; and

15.1.5 Without prejudice to the obligations of the Parties the Contractor shall maintain or effect such third party insurances as may be required under the Applicable Laws.

15.1.6 The Contractor shall provide to the SSCDL, within 30 days of the commencement Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability coverage shall be for a sum of not less than 3% (three per cent) of the Contract Price and shall be maintained until the end of the Defects Liability Period.

**15.2 Notice to the SSCDL**

No later than 15 (fifteen) days after the date of this Agreement, the Contractor shall by notice furnish to the S SSCDL in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with contract and trade practice. Within 15 (fifteen) days of receipt of such notice, the SSCDL may require the Contractor to effect and maintain such other insurances as may be necessary.

**15.3 Evidence of Insurance Cover**

15.3.1 All insurances obtained by the Contractor in accordance with this contract shall be maintained with insurers on terms consistent with Good Industry Practice. Within 10 (Ten) days from the commencement date, the Contractor shall furnish to the SSCDL notarised true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Contractor to the SSCDL. The Contractor shall act in accordance with the directions of the SSCDL, provided that the Contractor shall produce to the SSCDL the insurance policies in force and the receipts for payment of the current premium.

15.3.2 The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement. SSCDL shall be entitled to stop any payment at any time if on demand the contractor fails to satisfy SSCDL about all Insurance policies being held in valid and enforceable form.

**15.4 Remedy for failure to insure**

If the Contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the SSCDL shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Contractor, or in the event of

computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Contractor.

#### **15.5 Waiver of subrogation**

All insurance policies in respect of the insurance obtained by the Contractor shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the SSCDL, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counter claim or any other deduction, whether by attach mentor otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

#### **15.6 Contractor's waiver**

The Contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the SSCDL and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

#### **15.7 Accident or injury to workmen**

Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the SSCDL shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting from any act, omission or default of the SSCDL, its agents or servants. The Contractor shall indemnify and keep indemnified the SSCDL from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or defaults for which the SSCDL shall be liable.

#### **15.8 Insurance against accident to workmen**

The Contractor shall effect and maintain during the Agreement such insurances as maybe required to insure the Contractor's personnel and any other persons employed by it on the Work from and against any liability incurred. The Contractor's personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel.

#### **15.9 Application of insurance proceeds**

The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Work and the provisions of this Agreement in respect of construction of works shall apply mutatis mutandis to work undertaken out of the proceeds of insurance.

#### **15.10 Compliance with policy conditions**

Volume I – Technical Bid

Design and Construction of Skywalk

Each Party hereby expressly agrees to fully indemnify the other Party from and against all losses and claims arising from its failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

**ARTICLE 16**

**FORCE MAJEURE**

**16.1 Force Majeure**

As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean Acts of God beyond the control of human beings and those which cannot be foreseen resulting in circumstances affecting the performance of the contract. It may also include any Political, Social or Legal act whose consequence on the progress of the work would have an analogous effect as Acts of God rendering parties to this contract completely helpless to amend the situation and keep the contract performing. The only remedy against the circumstance of force majeure affecting the progress shall be grant of extension of time for performance as found reasonable in opinion of SSCDL and no other compensation whatsoever shall be payable or be liability of SSCDL.

**ARTICLE 17**

**SUSPENSION OF CONTRACTOR’S RIGHTS**

**17.1 Suspension upon Contractor Default**

Upon occurrence of a Contractor Default, the SSCDL shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend carrying out of work or Maintenance or any part thereof, and (ii) carry out such Works or Maintenance itself or authorise any other person to exercise or perform the same on its behalf during such suspension (the “Suspension”). Suspension hereunder shall be effective forthwith upon issue of notice by the SSCDL to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

**17.2 SSCDL to act on behalf of Contractor**

During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the SSCDL for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the SSCDL for all costs incurred during such period. The Contractor hereby licences and sub-licences respectively, the SSCDL or any other person authorised by to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Work and its design, engineering, construction and maintenance, and which is used or created by the Contractor in performing its obligations under the Agreement.

**17.3 Revocation of Suspension**

Volume I – Technical Bid

Design and Construction of Skywalk

- 17.3.1 In the event that the SSCDL shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement. For the avoidance of doubt, the Parties expressly agree that the SSCDL may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.
- 17.3.2 Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the SSCDL shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

**ARTICLE 18**

**TERMINATION**

**18.1 Termination for Contractor Default**

18.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the time limit specified by SSCDL the Contractor shall be deemed to be in default of this Agreement (the “Contractor Default”), unless the default has occurred solely as a result of any breach of this Agreement by the SSCDL or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;
- (c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of contract, subject to any Time Extension, and continues to be in default for 45 (forty five) days;
- (d) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Work without the prior written consent of the SSCDL;
- (e) the Contractor fails to proceed with work in accordance with the provisions of contract or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorised by the SSCDL's Engineer;
- (f) failure to complete the remarks stated from EIC, items within the periods stipulated contract;
- (g) the Contractor fails to rectify any Defect, the non rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the SSCDL's Engineer;
- (h) the Contractor subcontracts work or any part thereof in violation of this Agreement or assigns any part of work or the Maintenance without the prior approval of the SSCDL;
- (i) the Contractor creates any Encumbrance in breach of this Agreement;
- (j) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect ;

Volume I – Technical Bid

Design and Construction of Skywalk

- (k) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Project;
- (l) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the SSCDL, a Material Adverse Effect;
- (m) a resolution for winding up of the Contractor is passed, or any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:
  - (i) the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and
  - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a creditworthiness at least as good as that of the Contractor.
- (n) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;
- (o) the Contractor submits to the SSCDL any statement, notice or other document, in written or electronic form, which has a material effect on the SSCDL's rights, obligations or interests and which is false in material particulars;
- (p) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (q) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the SSCDL.

18.1.2 Without prejudice to any other rights or remedies which the SSCDL may have under this Agreement, upon occurrence of a Contractor Default, the SSCDL shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the SSCDL shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

18.1.3 After termination of this Agreement for Contractor Default, the SSCDL may complete work and/or arrange for any other entities to do so. The SSCDL and these entities may then use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor and the contractor shall have no entitlement to remove and or take possession of any plant, machineries, materials, equipments without the consent of SSCDL who shall then have the entitlement to engage and use these for completing the balance work as may be in the best interest of the work. In that event the certificate of any payment, fee, charge that may be due to contractor for such use shall be final and binding.

### 18.2 Termination for SSCDL's convenience

Notwithstanding anything stated hereinabove, the SSCDL may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice hereunder. This shall amount to foreclosure of contract whereby the parties will treat the contract as nullified and settled the account in such a way that no party retains any unearned benefit at the point of foreclosure.

### 18.3 Requirements after Termination

Upon Termination of this Agreement, the Contractor shall comply with and conform to the following:

- (a) deliver to the SSCDL all Plant and Materials which shall have become the property of the SSCDL
- (b) deliver all relevant records, reports, Intellectual Property and other licences pertaining to work, Maintenance, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "as built" Drawings for work;
- (c) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and
- (d) vacate the Site within 15 (fifteen) days or any further period if permitted by SSCDL in writing.
- (e) In event contractor for whatever reason fails to vacate the site, where upon he has no permission to enter for performance of work, he shall be declared as unauthorised person and thereafter shall be liable to all actions as trespassers as and when he, his agents, vendors, sub contractor or any one without permission of SSCDL attempts to enter the site.

### 18.4 Valuation of Unpaid Works

18.4.1 Within a period of 45 (forty-five) days after Termination, as the case may be, has taken effect, the SSCDL's Engineer shall proceed to determine as follows the valuation of unpaid Works (the "Valuation of Unpaid Works"):

- (a) value of the completed stage of work, less payments already made;
- (b) reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards; and
- (c) value of Maintenance, if any, for completed months, less payments already made, and shall adjust from the sum thereof
- (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement; and (ii) all taxes due to be deducted at source.
- (d) The rates to be operated for this clause shall be on SOR used for preparation of estimate adjusted for contract price quoted (% above/below estimated cost) including escalation if permissible.

18.4.2 The Valuation of Unpaid Works shall be communicated by SSCDL to the Contractor, within a period of 30 (thirty) days from the date of Termination.

### 18.5 Termination Payment

Volume I – Technical Bid

Design and Construction of Skywalk

18.5.1 Upon Termination on account of Contractor's Default, the SSCDL shall:

- (a) encash and appropriate the Performance Security and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security, claim the amount, as agreed pre-determined compensation to the SSCDL for any losses, delays and cost of completing work and Maintenance, if any;
- (b) encash and appropriate the bank guarantee, if any, for and in respect of any dues as may be recoverable from the contractor.
- (c) pay to the Contractor, by way of Termination Payment, an amount equivalent to the Valuation of Unpaid Works after adjusting any other sums payable or recoverable, as the case may be, in accordance with the provisions of this Agreement.

**18.6 Other rights and obligations of the Parties**

Upon Termination for any reason whatsoever

- (a) property and ownership in all Materials, Plant and Works and the Workshall, as between the Contractor and the SSCDL, vest in the SSCDL in whole;
- (b) risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the SSCDL; and
- (c) the SSCDL shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project except for taking possession of materials, stores, implements, construction plants and equipment of the Contractor, which have not been vested in the SSCDL in accordance with the provisions of this Agreement.

**ARTICLE 19**

**LIABILITY AND INDEMNITY**

**19.1 General indemnity**

The Contractor will indemnify, defend, save and hold harmless the SSCDL and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "SSCDL 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, including any errors or deficiencies in the design documents, 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 SSCDL Indemnified Persons.

**19.2 Indemnity by the Contractor**

19.2.1 The Contractor shall fully indemnify, hold harmless and defend the SSCDL and the SSCDL

Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Contractor to comply with Applicable Laws and Applicable Permits;
- (b) 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



Volume I – Technical Bid

Design and Construction of Skywalk

(c) 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.

19.2.2 The Contractor shall fully indemnify, hold harmless and defend the SSCDL Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the SSCDL 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 or confidentiality rights with respect to any materials, information, design 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. 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. 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 SSCDL a licence, at no cost to the SSCDL, authorizing continued use of the infringing work. If the Contractor is unable to secure such licence 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.

## ARTICLE 20

### LABOUR LAWS

#### 20.1 Labour Laws to be complied by the Contractor.

Notwithstanding any provision as may herebelow, 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 Contractor Labour (R & B) 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.

The contractor shall ensure the registration of all eligible workers (inclusive of those of subcontractors and petty contractors) with construction workers welfare board.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work.

No labour below the age of fourteen years shall be employed on the work.

## 20.2 Payment of Wages:

i The contractor shall pay to 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.

ii 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.

iii 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.

iv (a) 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.

(b) Under the provision of Minimum Wages (Central) Rules 1950, or statutory modification thereof ,the contractor is bound to allow to the labours 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 labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in- Charge concerned.

In the case of Gujarat, however, as the all-inclusive minimum daily wages fixed under Notification of the Gujarat Administration ACT No. 11 OF 1948 1\*, dated 15th MARCH, 1948 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holidays would not arise.

v. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

vi The contractor shall indemnify and keep indemnified SSCDL 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.

- Vii 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.
- viii Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

### **20.3 PANELTY FOR EACH DEFAULT TO PROVIDE FACILITIES:**

All provisions of concerned labour law shall be liability of the Contractor and consequences therefrom from any non compliance shall be liability of the Contractor.

It shall be expressed duty of Contractor to comply with all Welfare measures as may reasonable be expected to be discharged by the Contractor.

### **20.4 PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS:**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the SSCDL and its contractors.

### **20.5 LEAVE AND PAY:**

Leave and pay during leave shall be regulated as follows:

#### **1. Leave:**

- i) In the case of delivery-maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- ii) In the case of miscarriage –up to 3 weeks from the date of miscarriage.

#### **2. Pay:**

- i) In the case of delivery- leave pay during maternity leave will be at the rate of the women's average daily earning, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupees one only a day whichever is greater.
- ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

### **3. CONDITIONS FOR THE GRANT OF MATERNITY LEAVE:**

## Volume I – Technical Bid

## Design and Construction of Skywalk

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

### 20.6 BREACH OF CONTRACTOR:

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling and statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the SSCDL a sum not exceeding INR 200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to INR 200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contract's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour(R& A) Central Rules 1971, for the protection of health and sanitary arrangements for works people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work people as forfeited, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). the contractor(s) shall erect, make and maintain at his/ their own expenses and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works, and if the same shall not have been created or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

**It is expected that the Contractor to comply with all Contractor's Labour Regulation Acts and Rules provided therefrom.**

### 20.7 Employment of skilled/semi skill worker:

The contractor shall, at all stages of work, deploy skilled/semiskilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of

Volume I – Technical Bid

Design and Construction of Skywalk

Construction, CIDC or any similar reputed and recognized Institute mangled/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semiskilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failures on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of INR 100 per such tradesmen per day. Decision of Engineer in Charge as to whether particular tradesmen possess requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than INR 5 Crores.

**20.8 Minimum Wages Act to be complied with:**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force time to time.

**ARTICLE 21**

**SAFETY CODE, MODEL RULES FOR PROTECTION OF HEALTH & SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY SSCDL OR ITS CONTRACTORS, LABOUR REGULATIONS.**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft.).

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½”) for ladder up to and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least ¼” for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching: – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition: – Before any demolition work is commenced and also during the progress of the work.
  - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: -
9. The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :

- 10 SSCDL may require, when necessary medical examination of workers.
- 11 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 12 In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- 13 Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.
- 14 Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust waterproof.
- 15 A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.  
The contractor shall supply only potable water in the labour camp sample of water shall be drawn from the source of water supply in the labour camps every month and got tested from the Municipal Corporation's lab by the contractor. Wherever drinking water is supplied to the labour camps through tankers. Samples shall be drawn from the tankers and got tested. Water storage tanks chlorine tablets shall be added from time to time as per requirement so that portability of water remains intact No extra payment shall be made on this account.

## ARTICLE 22

### MISCELLANEOUS

#### 22.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Surat shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### 22.2 Waiver of immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or

Volume I – Technical Bid

Design and Construction of Skywalk

otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

**22.3 Delayed payments**

The interim payments shall generally be made as per the provision of the contract. However it is clearly understood that all such payments are to be treated as and by way of advance against the final consideration and therefore there shall be no entitlement of any compensation for any inconvenience on account of delay being caused in payment of interim certificate.

**22.4 Waiver**

22.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- (a) shall not operate or be construed as a waiver of any other or subsequent default thereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

22.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

**22.5 Liability for review of Documents and Drawings**

Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the SSCDL or the SSCDL's Engineer of any Document or Drawing submitted by the Contractor nor any observation or inspection of the construction, or maintenance of the Work nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- (b) the SSCDL shall not be liable to the Contractor by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

**22.6 Exclusion of implied warranties etc.**



Volume I – Technical Bid

Design and Construction of Skywalk

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

**22.7 Entire Agreement**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

**22.8 Severability**

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

**22.9 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be addressed to following offices.

a) For Contractor

\_\_\_\_\_

b) For SSCDL

\_\_\_\_\_

**22.10 Counterparts**

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

**22.11 Limitation of Liability**

22.11.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement'

22.11.2 The total liability of one Party to the other Party under and in accordance with the provisions of this Agreement, shall not exceed the Contract Price. For the avoidance of doubt, this Clause shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

**22.12 WORK IN MONSOON :**

When the work continues in monsoon, the contractor shall maintain minimum labour force required, for the work and plan and execute the construction and erection work according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and entire constructing period the contractor shall keep the site free from water at his own cost.

**22.13 ASSISTANCE TO ENGINEER-IN-CHARGE :**

Contractor shall make available to Engineer-in-charge free of cost all necessary instruments and assistance in checking of any work made by the contractor for taking measurement of work.

**22.14 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK :**

If at any time from the commencement of work, the owner shall for any reasons whatsoever not require the whole or part thereof a specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried neither shall he have any claim for compensation by reason if any alternations having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. When the contractor is a partnership firm, the prior approval in writing of the SSCDL shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall, likewise be obtained before sub-contractor enters into any agreement with other parties whereunder the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of sub-letting clause hereof and the same action may be taken and the same consequence shall ensure as provided in the sub-letting clause.

**22.15 IN EVENT OF DEATH OF CONTRACTOR :**

Without prejudice to any of the right or remedies under the contract, if the contractor dies, the owner shall have the option of terminating the contract without compensation to the contractor.

**22.16 MEMBER OF THE OWNER NOT INDIVIDUALLY LIABLE :**

Volume I – Technical Bid

Design and Construction of Skywalk

No official or employee of the owner shall in any way be personally bound or liable for the acts or obligations of the owner under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

**22.17 BREACH OF CONTRACT BY CONTRACTOR :**

If the contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instruction given to him, by the Engineer-in-charge in accordance with the contract, or shall contravene the provisions of the contract, the SSCDL may give notice in writing to the contractor to make good such failure, neglect or contravention. Should the Contractor fail to comply with such written notice within twenty eight (28) days of receipt, if the Chairman Surat Smart City Development Limited shall think fit, it shall be lawful for the SSCDL, without prejudice to any other rights, the contractor may have under the contract, to terminate the contract for all part of the works, and to make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination. In this event Article 22.24 (Subletting of work) and 22.25 (Sub-Contracts for Temporary Works etc.) hereof shall be invoked and the performance security shall immediately become due and payable to the SSCDL the value of the work done on the date of termination and not paid for shall stand forfeited to the SSCDL and the SSCDL shall have entitlement to use of any works which the contractor may have at the site at the time of termination of the contract.

**22.18** The following condition are being included in this tender and shall be considered as a part of tender document.

1. Contractors have to place a board showing details of work at site at his own cost as per details given by Department. i.e. Name of work, Name of Contractor, Project cost, work sanction detail, detail of work order and time limit, Address of Executive Engineer & Phone No. & Fax No.
2. If Contractor will not furnish a Photograph of the Board placed on site showing the details as above department will retain 0.25 % to 1 % of tender amount temporarily from the running bill.
3. A work of building is carried out at one plot but in the case of water supply line, drainage line etc. or any other service line, the work carried out in length, in this case one board should be placed on both ends and other boards should be placed as per the instruction of Engineer in charge.
4. The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ on the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance /repair of renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors

Volume I – Technical Bid

Design and Construction of Skywalk

working in the colony/ blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

- 5 However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

**22.19 SPECIAL NOTE :**

**Following details pertaining to work progress is mandatory.**

**(A) Bar chart:** Contractor shall submit bar chart showing schedule of execution of various activities within stipulated time limit

**(B) Material Management :** Contractor shall provide following details

- Source of materials i.e. yellow earth, Coarse aggregate, Grit, fine aggregates, bricks, cement, steel etc.
- Supply schedule : According to bar chart, the flow diagram of materials.

**(C) Man power management :**

The contractor shall submit details of manpower of various categories (skilled & unskilled labours) to be deployed for the work as under.

- Minimum no. of skilled and unskilled labors to be deployed on the work
- List of supervisors & engineers for supervision & quality control of the work.

**(D)** All the applicant contractors are required to have their own employers code number under EPF Act, 1952 and are required to comply the applicable provisions of said statute regularly and totally.

**(E)** Further the contractors for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said contractor in respect of work allotted by Surat Smart City Development Limited, along with copies of Pay Roll and Muster Roll. If the same are not produced, the bills will not be released.

**22.20 If Near relative working in SSCDL / SSCDL then the contractor not allowed to tender:**

The contractor shall not be permitted to tender for works in the SSCDL circle (Division in case of contractor of Horticulture/Nursery Categories) / SSCDL responsible for award and execution of contract in which his near relative is posted as Divisional Accountant or as an officer of any capacity between the grades of Surat Smart City Development Limited -and Junior Engineer(both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and are near relatives to any Gazetted Officer in the SSCDL / SSCDL or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractor of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in SSCDL / SSCDL for any breach of this condition.

Volume I – Technical Bid

Design and Construction of Skywalk

Note: by the term “Near relatives” is meant wife, husband, parents and grandparents, children and grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding inlaws.

**22.21 NO Gazetted Engineer to work as Contractor within one year of retirement:**

No engineer of gazetted rank or other gazette officer employed in engineering or administrative duties in an engineering department of the SSCDL / SSCDL shall work as contractor or employee of a contractor for a period of two years after his retirement from Government service without the previous permission of SSCDL / SSCDL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of SSCDL / SSCDL as aforesaid, before submission of the tender of engagement in the contractor’s service, as the case may be.

**22.22 SUBLETTING OF WORKS:**

No part of the contract nor any share or interest thereon shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any firm or Corporation whatsoever except as provided for in the succeeding sub clause without the consent in writing of the owner.

**22.23 SUB-CONTRACTORS FOR TEMPORARY WORKS ETC. :**

The owner may give written consent to sub-contractors for execution of any part of the work at the site being entered upon by the contractors provided each individual contractor is submitted to the Engineer-in-charge before being entered into and in approved by him. List of Sub-Contractors is to be supplied. Not with standing any subletting with such approval as aforesaid and not with standing the Engineer-in-charge shall have received copies of any sub- contractors, the contractors shall be and shall remain solely responsible for the quality and proper expeditions and execution of the works and the performance of all the conditions of contract in all respects as if such submitting or sub-contracting had not taken place and as if such work had done directly by the Contractor.

**ARTICLE 23**

**DISPUTE RESOLUTION MECHANISM**

**23.1 RESOLUTION OF DISPUTES :**

Except or otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer in charge, subject to a written appeal by the Contractor to the Engineer in charge and these decisions shall be final and binding on the parties hereto. Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement can not be reached then all disputed issues shall be settled as provided in (a)

**(a) DISPUTE OR DIFFERENCES TO BE REFERRED TO:**

If at any time, any question, disputes or differences of any kind whatsoever shall arises between Engineer and the contractor upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice in writing of the existance of such

Volume I – Technical Bid

Design and Construction of Skywalk

question, dispute or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the Engineer in charge.

The question or difference shall be settled by the The Chairman Surat Smart City Development Limited who shall state his decision in writing and give notice of same to the Engineer and to the contractor. Such decision shall be final & binding upon both parties to the contract and work on contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any Judicial proceeding. Should the Chairman Surat Smart City Development Limited fail to give a decision within three (3) calendar months after issuance of notice of a question, dispute or difference or if the contractor is dissatisfied with any such decision of the Chairman Surat Smart City Development Limited , then the matter may be referred to court of law subject to SURAT JURICDICTION .

**23.2 DELETION OF ARBITRATION CLAUSE**

ARBRITATION word or Clause should be considered deleted wherever written in the whole tender.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of SSCDL  
by:

SIGNED, SEALED AND  
DELEVERIED  
For and on behalf of  
THE CONTRACTOR by:

(Signature)  
(Name)  
(Designation)

(Signature)  
(Name)  
(Designation)

In the presence of: 1.

2.

{COUNTERSIGNED and accepted by:  
Name and particulars of other members of the Consortium}

## Section VIII - Forms of Security and 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 successful Bidder after contract award.

### Table of Forms

#### UNDERTAKING ON EARNEST MONEY SURRENDER:

I/We hereby tender for carrying out Design, Drawing, Constuction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under "SMART CITY MISSION" on Engineering-Designing, Procurement and Construction (EPC) basis at Surat.

(herein before and herein after referred to a client of the work) as specified in the memorandum & under Price-Bid showing items of work to be carried out within time specified therein and in accordance with all specifications, designs, drawings and instructions in writing referred to in provisions under annexed conditions of contract under contract documents and agree that all materials of construction in the work are to be procured by us. Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed thereto as fully applicable, and in default thereof, agree to forfeiture of and pay to the client, the sums of Earnest money mentioned in the said conditions.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from client, in respect of the sum or Rs. \_\_\_\_\_/- deposited, be in the from of Bank Guarantee Rs. \_\_\_\_\_/- and Pay Order/Demand Draft drawn for Rs. \_\_\_\_\_/- bearing No. \_\_\_\_\_ dated \_\_\_\_\_ on the \_\_\_\_\_ drawn in favour of \_\_\_\_\_ is herewith forwarded representing the earnest money, the full value of which is to be absolutely forfeited to client, should I/We not deposit the full amount of security deposit specified in the memorandum, and in accordance with clause 1 of para 5.1 of the said conditions, otherwise the said sum of Rs. \_\_\_\_\_/- shall be refunded.

Amount to be specified in figures and words.

Place :

Date :

Address :

Signature of the  
contracting agency submitting

the tender

Signed and given in presence of \_\_\_\_\_

Address :

Occupation : Signature of witness to

the contracting agency.

Rs. 100/- STAMP

**FORMAT FOR BANK GUARANTEE**

- [1] In consideration of the Terms and Conditions of an "Agreement made between The Chairman , Surat Smart City Development Limited, Surat (herein after called" Surat Smart City Development Limited ") and..... (Contractor) (hereinafter called "Contractor" for the work of..... (Name of work) for the ..... deposit for the due fulfillment by the contractor of the terms and conditions contained in the said agreement, We Bank of ..... (hereinafter referred to as the Bank) at the request of ..... (Name of Contractor) do hereby undertake to pay the Surat Smart City Development Limited an Amount not exceeding Rs..... against any loss or damage caused to or suffered by Surat Smart City Development Limited by reason of any breach of any term or condition contained in the said agreement by the said Contractor.
- [2] We Bank of..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Surat Smart City Development Limited stating that the amount claimed in due by way of loss of damage caused to or would be caused to or suffered by the Surat Smart City Development Limited by the reason of breach by the said contractor of any of the terms and conditions in the said agreement of by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.....
- [3] We undertake to pay the Surat Smart City Development Limited any money so demanded notwithstanding dispute or disputes raised by the contractor. In any suit of proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
- [4] We Bank of ....., ..... further agree that the guarantee herein contained shall remain in full force and effecting during the period that would be taken for the performance of the said agreement and that under or by virtue of said agreement have been fully paid and its clime satisfied or discharged or till The Chairman, Surat Smart City Development Limited, Surat clarified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this agreement is made on us in writing on or before (dt.) ..... we shall be discharged from all liability under this Guarantee thereafter.
- [5] We Bank of ..... further agree with the Surat Smart City Development Limited that the Surat Smart City Development Limited shall have the fullest liberty without our consent and without in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or time to time any of the power exercisable by the Surat Smart City Development Limited against the said contractor and to Forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said contractor or for any béarnaise, act or omission of the part of the Surat Smart City Development Limited or any indulgence by the Surat Smart City Development Limited to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for his provision have of a relieving us.
- [6] This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.



Volume I – Technical Bid

Design and Construction of Skywalk

[7] We Bank of ..... lastly under take not to revoke during its currency except with the previous consent of the Surat Smart City Development Limited in writing.

**NOT WITH STANDING ANYTHING CONTAINED HERE IN :**

[1] Our liability under this bank guarantee is restricted to Rs.

[2] This bank guarantee is shall valid up to .....

[3] Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part there of under this guarantee, only if serve upon us a written claim a demand in terms of the guarantee on or before dt. ....

THIS BANK GUARANTEE IS ENCASHABLE AT OUR BRANCH OFFICE  
AT SURAT

[4] In written of bank has executed this present the day and year first written.

Date the ..... , Month ..... , Year ..... for .....(Bank name).

**Seal, stamp and signature  
of Bank's authorized Signatory**

## SECTION IX - APPROVED LIST OF BANKS

Where the contractor is required to submit F.D.R., bank guarantee, etc. against payment towards any deposit or advance e.g. EMD, SD, etc., such F.D.R, bank guarantees, etc. shall be produced from any one of the following Nationalized banks as listed below:

- 1) Indian Bank
- 2) State Bank of India
- 3) Punjab National Bank
- 4) Bank of Baroda
- 5) Union Bank of India
- 6) Bank of India
- 7) Oriental Bank of Commerce
- 8) Canara Bank
- 9) Central Bank of India
- 10) Corporation Bank
- 11) Allahabad Bank
- 12) Indian Overseas Bank
- 13) Dena Bank
- 14) Syndicate Bank
- 15) Andhra Bank
- 16) Punjab & Sind Bank
- 17) Bank of Maharashtra
- 18) Vijaya Bank
- 19) United Bank of India
- 20) UCO Bank or Any other Nationalized Bank
- 21) IDBI
- 22) HDFC
- 23) AXIS Bank
- 24) ICICI Bank Limited
- 25) The Surat People's Co-operative Bank Ltd.
- 26) The Mehsana Urban Co-operative Bank Ltd.
- 27) Kotak Mahindra Bank
- 28) The Kalupur Commercial Co-operative Bank Ltd.
- 29) Rajkot Nagrik Sahkari Bank Ltd.
- 30) The Ahmedabad Mercantile Co-operative Bank Ltd.
- 31) Development Credit Bank Ltd.
- 32) YES Bank Ltd.

**SECTION X - MEMORANDUM**

I/We \_\_\_\_\_ the undersigned do hereby Tender for carrying out the work described in the schedule subject to the condition annexed in schedule attached herewith in Tender documents.

(1)	General Description of work	:-	Design, Drawing, Constuction of Skywalk (Phase-I) from Salasar Hanuman gate to Existing multilevel parking including all Electrical works with Escalators and lifts at access points Under "SMART CITY MISSION" on Engineering-Designing, Procurement and Construction (EPC) basis at Surat.
(2)	Estimate Cost	:-	<b>Rs. 14,54,87,729/- (Rupess Fourteen Crore Fifty Four Lacks Eighty Seven Thousand Seven Hundred twenty nine only)</b>
(3)	Earnest Money Deposit	:-	Rs. 14,60,000/- (Rupees fourteen lac sixty thousand only)  - 50% of which (i.e. Rs. 7,30,000/-) shall be submitted in form of Demand Draft in favour of " <b>Surat Smart City Development Limited</b> " Payable at Surat.  - Balance 50% (i.e. Rs. 7,30,000/-) in the form of Bank Guarantee issued from any Nationalized bank of Surat branch acceptable to the Authority, as per format provided in Tender document.
(4)	Performance Security	:-	10% of Contract Value
(5)	Retention Money	:-	6% from each Running bill subject to a maximum of 5% of contract price
(6)	Time allowed for the completion of work from date fixed in written order to commence	:-	18 (Eighteen) Months (Including monsoon)
(7)	Penalty for delayed work	:-	In event of these Milestones not having being achieved, an amount computed at 0.2% of Remaining Amount of Work per day subject to a Maximum of 10% of Total Contract Value shall be retained.  Liquidated Damages shall start being retained as per contract on value of Remaining work on not achieving intermediate <u>Milestones 1,2,3.</u>

Volume I – Technical Bid

Design and Construction of Skywalk

			The Liquidated damages shall be released without interest or charges if contractor achieves <u>Milestone 4</u> before completion of approved time limit including extension of time limit, if approved or else the same shall be adjusted as Liquidated Damages for delay in performance.
(8)	Defect liability period	:-	5 (Five) years after issue of completion certificate
(9)	Construction Cess	:-	1% of Total work done & to be deducted in every bill

SIGNATURE OF THE CONTRACTOR.

GENERAL MANAGER (Engg)

NAME AND ADDRESS :-

SURAT SMART CITY DEVELOPMENT LIMITED