VADODARA SMART CITY DEVELOPMENT LIMITED

TENDER FOR

"Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years "

VOLUME – I
PRE-QUALIFICATION BID

Managing Director,

Vadodara Smart city Development Limited

Vadodara

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TENDER DOCUMENTS

Number of pages and drawings as shown in the index sheets contains herein technical bid are (.). The set of tender documents as per list attached is issued to :-

Name of Tenderer : _____

Address of Tenderer : _____

_____

_____

_____

The fees of the tender documents is **Rs. 25,000/- (**Rupees Twenty Five Thousand Only) The date of sale of Tender document vide receipt no. _____Dated _____. The Tenderer shall submit this tender in accordance with the various instructions included in the tender documents.

Signature of Tenderer : _____

Signature of the Officer issuing the Tender documents : _____

Signature of the Officer opening the Tender : _____

Managing Director
VADODARA SMART CITY DEVELOPMENT LIMITED

VADODARA SMART CITY DEVELOPMENT LIMITED

"FORM OF TENDER"

To,

Managing Director,

Vadodara Smart city Development Limited,

Khanderao Market,

Vadodara.

Dear Sir,

Reference is made to the tender invited by you for the work of " Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years ".

I/We have visited the site and have examined the Drawings, General conditions of Contract, **Specifications, etc. as given in Tender Documents for the above work.**

I/We hereby offer to undertake the work of :- " Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years ".

In conformity with the specifications, general and special conditions of contract, etc as given in Tender documents at the respective rates mentioned in my/our tender.

I/We undertake to complete the works indicated above within 36 months including monsoon period from the date of receipt of work order.

I/We have deposited as earnest money sum as indicated below **Rs. 2,14,96,100/- (Rupees Two Crore Fourteen Lacs Ninety Six Thousand One Hundred Only)** which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited if in the event of the Vadodara Smart city Development Limited accepting my/our tender. I/We fail to execute the contract deed when called upon to do so. I/We hereby agree that unless and until a formal agreement is prepared and executed in accordance with this, Tender together with your written letter of acceptance thereof shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

Yours Faithfully,

Signature
(Contractor)

Name of Partner's of the firm

1.

2.

3.

VADODARA SMART CITY DEVELOPMENT LIMITED

Tender Copy
Tender and Acceptance of Tender

Serial

From :

To,
Managing Director,
Vadodara Smart city Development Limited,
Khanderao Market,
Vadodara.

Dear Sir,

1.I/We hereby tender for execution of the works " Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years" as per tender within the time schedule of completion of work for jobs, separately signed and accepted by me/us at the Schedule of rates quotes by me/us for the whole work in accordance with General Tender Notice, General Conditions of contract. Special conditions of Contract, Specification for material and workmanship, Drawings, time schedule of completion of jobs and other documents and papers all as details in Tender documents.

2. It has been explained to me/us that the time stipulated for jobs and completion of work in all respects and in different stages mentioned in the “Time Schedule of completion of jobs” and signed and

accepted by me/us in the essence of Contract. I/We agree that in the case of failure on my/our part to strictly observe the time of completion mentioned for jobs or any of them and to the final completion of work in all respect according to the schedule set out in the said "Time Schedule of completion of jobs." I/We shall pay compensation to the owners as per provision and stipulates contained Clauses of General Condition of contract and I/We agree to recovery being made as specified therein in exceptional circumstances, extension of time of which shall always be in writing may, however, be granted by the Managing Director at his entire discretion for some items of work and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for jobs for the final completion of works as stipulated in the said "Time Schedule of Completion of Jobs.

3. I/We agree to pay the Earnest money and security deposit and accept the term and conditions as laid down in the memorandum below in this respect.

MEMORANDUM

a) General description of work:	"Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years".
b) Tender amount :	**Rs. 107,48,00,683/- (Rupees One Hundred Seven Crore Fourty Eight Lacs Six Hundred Eighty Three Only)**
c) Earnest Money :	**Rs. 2,14,96,100/- (Rupees Two Crore Fourteen Lacs Ninety Six Thousand One Hundred Only)** When Earnest Money Paid in the form of Demand Draft. The earnest money is payable as per the tender notice and clause 32 of general instructions to tenders. The earnest money, if the tender is

	accepted, will be retained against the security deposit.
d) Security deposit :	5% of the contract amount which will be paid in the manner set out in clause-1 of "General Conditions of Contract".
e) Performance Guarantee	On successful commissioning of the project, the 5% security deposit shall be released against submission of performance Bank Guarantee for the amount equal to 5% of contract price by the Contractor valid till FIVE years from the date of completion of the project.

4. Should this tender be accepted, I/We hereby agree to abide by & fulfil all terms and conditions referred to above and in default thereof to forfeited pay to the Owner or its successors or its authorized nominees such of money as per are stipulated in conditions contained in General Tender Notice and other tender documents.
5. I/We hereby pay the earnest money of **Rs. 2,14,96,100/- (Rupees Two Crore Fourteen Lacs Ninety Six Thousand One Hundred Only)** in Demand Draft of any Nationalized Bank (Name and Officer of Nationalized Bank) in favour of Managing Director, Vadodara Smart city Development Limited, Vadodara.
6. If I/We fail to commence the work specified in the Memorandum in para (3) above or if I/We fail to deposit the amount of security

deposit specified in the Memorandum in (3) prejudice to any other right or remedy be at liberty to forfeit the said earnest money in full. Otherwise the said earnest money shall be retained by Owner the security deposit specified in (3) above. The said Owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to deposit the security as aforesaid or to execute an agreement or to start work as stipulated in the tender documents.

I/We enclose herewith evidence of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed Performa in Appendix I and also the Income Tax Clearance Certificates.

Dated ……..day of …….2017.

Witness :

Name of Block letters

Address :

Signature of Tenderer(S)
with the seal of the firm.

VADODARA SMART CITY DEVELOPMENT LIMITED

SECTION – 2

Notice Inviting Tender & Scope of Work

VADODARA SMART CITY DEVELOPMENT LIMITED
Khanderao Market, Vadodara-390001

Sealed tenders are invited from the experienced and well equipped contractors who are registered in appropriate class either with VSCDL/VMC, Central/ State/ PWD/ M.E.S./ Semi Government or other such institutions for the work of " Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years ".

TENDER NOTICE

(1) Estimated Cost	:-	Rs. 107,48,00,683/-
(2) EMD.	:-	Rs. 2,14,96,100/-
(3) Tender Fee	:-	Rs. 25,000/-
(4) Stamp Duty	:-	Rs. 100 /-
(5)Completion Period	:-	36 months (Including Monsoon and including 3 months trial run)

(1) The tender document for this work can be downloaded from website www.nprocure.com. (2) Completed tender document shall be submitted online only on or before Dt 24/11/2017 16:00 Hrs. (3) Pre-bid conference will be held on 03/11/2017 16:00 hrs in Conference Room, Khanderao market building, VSCDL if possible it shall be followed by site visit (4) Date of opening for Technical bid will be declared later on. (5) Conditional tender shall not be accepted. (6) Other Details of NIT shall be seen on website. (7) Hard copy of Technical bid, original copy of Tender fees and EMD shall be submitted to office of the Managing Director, Vadodara Smart city Development Limited, Khanderao Market Building, Rajmahal Road, Vadodara,-390209, by register post/ speed post only on or before Date: 24/11/2017 16:00 Hrs. Managing Director reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.

P.R.O. NO. /17-18 **Managing Director**

PREQUALIFICATION DOCUMENT

VOLUME-I

NAME OF WORK: Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years.

GENERAL

The VADODARA SMART CITY DEVELOPMENT LIMITED has decided to " Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years "

VADODARA SMART CITY DEVELOPMENT LIMITED is planning 24x7 Water Supply for the Project area of Vadodara city. The city has intermittent water supply and availability. However it is setting targets and processes in place to try to improve its water supply. Unaccounted water loss is less than 30%.

The 24X7 water supply project, aims to ensure that the households of Vadodara will be entitled to a perpetual supply of water and will be charged for how much water is consumed by that particular household, monitored by a smart meter. The setting up of various water tanks, overhead water tanks, a sump, pumping station and related equipment, will be included as a part of the scheme.

The Project area falls under the command area of three head-works, i.e. Sayaji Baag, Vadi-wadi & Akota.

The Project area of Vadodara smart city has a mixed type of land use. As per the Smart City proposal, the area based development retrofitting model is selected. In Project area, the area are Pratapgunj, Kamathipura, Haripura and University area is also included. This area is identified for the 24x7 Water Supply Scheme.

Currently Three OHTs are there in ABD and supplying water from these OHT with the help of Distribution System. VMC's Water Supply project department has identified command area for all the three OHTs covering nearby area where the water supply. These command areas have Old CI/DI Distribution Network at some random patches, but under the Smart City Mission as per SCP, it is considered to replace the contaminated Distribution Network Pipe Line for these areas as well as new OHT, if required. Installation of AMR bulk flow meters at various locations and AMR meters for households.

Scope of Work

1) The work shall be executed on Build-operate basis from conception to commissioning services. Only for Construction of ESR's & GSR's, Designing works is in scope of Contractor.
2) This is a single point responsibility contract. The Scope of Work under this Contract includes " Work for 24 x 7 Water Supply System under Smart City Mission in Project area of Vadodara Municipal Corporation including Refurbishment of existing network in part area and New Distribution Network in Part area, Designing & Construction of 3 Nos. of ESR's and GSR's including all works of Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and work including Operation and Maintenance of 24x7 Water Supply system in Project area for a period of 10 years at Vadodara Smart City".
3) Collection of data, establishment of Baselines and detailed design of network based on the data collected.
4) Supplying, laying, testing and commissioning 24x7 water distribution system with minimum 18 m pressure at all customer ends along with all specials, accessories, valves, valve chambers, pressure reducing valves, etc for Project Area.
5) Supplying, laying, testing and commissioning of house service connections of MDPE make.
6) Supplying, erection, testing and commissioning of bulk flow meters
7) Fixing, testing and commissioning of domestic meters along with MDPE house connections
8) All the existing pipelines removed (as scrap) shall be submitted to the VSCDL/VMC stores at no extra cost and as per the instructions of Engineer in charge.
9) Erection and maintaining of Centralized Data Collection, Monitoring And Analysis Centre
10) Training of the VSCDL/VMC staff
11) Public awareness by presentations, meetings, etc.
12) Customer service management
13) Laboratory testing facility for bulk flow water meter and repairs facility
14) Monitoring, performing water audit during O and M period and maintaining the system using necessary inventory with proper storage and required staff.
15) O and M for Ten years
16) Scope of work contained in the paragraphs mentioned above is only indicative and not exhaustive. In addition the contractor shall be responsible for executing all items required for completing the work in all respect as per direction of Engineer-in-charge
17) Any item of work, for erection of material / equipment which have not been specifically mentioned in the specification but are necessary for safe and trouble free operation and guaranteed performance of the entire system, plant and equipment

offered shall be deemed to be included within scope of this specifications and shall be provided by the bidder without any extra price and time implication to the employer.

18) The successful bidder shall have to undertake site surveys , topographical surveys including collecting levels, hydraulic details, Transmission Main alignment for ascertaining the terrain for planning and designing of the schemes in consultation with Engineer as well as to conduct geotechnical investigations for designing of foundation system of various structures.

19) Civil, Mechanical electrical and instrumental shall include design, manufacture, performance testing at manufacturer's works, painting, supply, delivery at site, storage at site, installation/ erection, testing and commissioning at site, final painting and handing over followed by Operation and maintenance for 10 years.

20) The scope of work shall also include obtaining necessary statutory approvals for the components as required. The statutory approvals may include but not limited to Load Sanction from GEB / Load Release from GEB / No Objection Certificates from Gujarat Electricity Board (GEB) / Electrical Inspector / Railways/ Roads and Building Department/ relevant government agencies / any other statutory authority as applicable.

21) Agency will get the all the statutory clearance from the concern authority as and when required i.e. Town Planning, Fire, Airport Authority, Environment Department's approval, approval for water supply, drainage, electrical services etc.

22) In the work of construction of structures, if the following condition like ground situation, natural rainfall drain patterns, and unexpected type of strata encountered in foundation and the engineer in charge feels the necessity, the contractor should do the structural designing considering of that structure/component water uplift pressure of that structure. The decision of Engineer-in-charge shall be binding to the bidder. Bidders are advised to quote the rate keeping in view this point as no extra payment shall be given for this. In case of any ambiguity, the decision of Engineer-In-Charge shall be final and binding to the bidder.

23) Before starting the actual work, the contractor has to provide and fix necessary DISPLAY BOARDS at all works site as per design, details, including writing with paints necessary details as directed by Engineer-in-charge at Contractor's own cost. No extra payment shall be made for this work. These boards shall be property of Vadodara Smart city Development Limited after completion of works

24) Agency will get the detailed soil investigation done as per relevant IS code, NBC 2005 etc. as applicable through any nationally accredited lab. The department may verify the results submitted by the agency, if need be.

25) Bidder may satisfied himself by conducting pre soil test if he so required.

Implementation Methodology

1) Pipe lines:

There is existing grid of pipelines under existing network from which water supplying is being maintained, and water is reaching to all end users. Considering the requirement of 24x7 water supply and design of pipes accordingly there shall be necessity of changing of pipes in few stretch. Also considering the ageing factor of the pipelines and the leakages & contamination levels few pipelines need to be replaced to resist the high pressure of the latest design done for 30 years of project life. Moreover there will be population increase and the demand accordingly. New areas will be developed and few buildings will be redeveloped from single story to multi stories. This also requires replacing the pipe and or laying of new pipelines to add into the supply grid.

Looking to these all requirements of replacement of pipes and installing new pipes, the overall requirement is designed and worked out to implement in phase manner based on above all requirements. Thus out of total 83.00 Km. Pipes work (150 mm dia to 600 mm dia) year wise implementation will be as below:

Year 1 – 12.08 km.

Year 2 - 12.08 km,

Year 3 – 12.08 km

2) Domestic Water meters

The main objective of the implementation of this project is to have water usage control and overall control on NRW. For this it is require to meter all consumer connections irrespective of domestic, commercial and Industrial. Implementation methodology shall focus first the existing users in feasible possible phase manner and then additional requirement of new consumers going to be added to the system based on population forecast. Looking to this requirement phase mannered installation of meters are as shown below.:

Particulars	**Nos.**
15 mm (Ultrasonic AMR meter)	26000
For year 1	3900
For year 2	7800
For year 3	7800
For year 4	1625
For year 5	1625
For year 6	1625
For year 7	1625
20 mm (Ultrasonic AMR meter)	4000
For year 1	600

For year 2	1200
For year 3	1200
For year 4	250
For year 5	250
For year 6	250
For year 7	250
25 mm (Ultrasonic AMR meter)	10000
For year 1	1500
For year 2	3000
For year 3	3000
For year 4	625
For year 5	625
For year 6	625
For year 7	625

3) Head works refurbishment

There are three head-works and its distribution area considered under the project. The assets of these head works are aging to the old and need refurbishment with demolition of old structures and construction of new one with revised calculated capacities. This includes, Elevated Service Reservoir (ESR), Ground level Service Reservoir (GSR), pumping stations. This will be done in first two years of implementation phase.

4) Direct pumping facility to continue water supply distribution

During the demolition and reconstruction of the reservoirs, particularly reconstruction phase of ESR from which existing distribution of water is being done has to be taken care. This requires direct connection to the distribution main line from pump delivery as a temporary arrangement. Also this temporary system will pump the water directly also requires surge protection devise to install for preventing pipe delivery sections and pumping machineries from damage by "Water Hammer" effect in the case of pump trip or valve closer event.

SCOPE OF SERVICES

1. The Scope of Services (SoS) described hereunder is neither exhaustive nor complete and is indicative only. The Contractor shall undertake detailed investigation of the Project Facilities, study, make assessments and ascertain all by itself the required tasks, interventions, inputs, and all other necessities to determine the complete Scope of Services for achieving the Minimum Service Levels as stipulated in Performance Targets &Standards

   The Services shall include all technical, managerial, administrative, commercial, social interventions as required in accordance to acceptable, prudent water utility management practices for ensuring safe and sustainable drinking water supply services to approximately total number of 40000 Consumers in the project area of VSCDL.

   The Scope of Services is detailed hereunder;

Scope of Contract

2. The Scope of contract for design & construction and Operating period is detailed out in Table below.

Scope of Contract during Design & Construction Period

S.N.	Components	Indicative Quantities
1.	Preparation of System Improvement Plan SIP within specified period and according to the contract conditions. SIP Preparation & Implementation shall include but not limited to the Survey & investigations of existing assets, Design of Pump House, Design of ESR & GSR, Design of Office Building, , mapping, freezing selected DMA boundaries, ascertain the necessity and the extent of rehabilitation required. SIP submission for priority zones shall be within 180 days.	9.98 sq kms
2.	Dismantling of Existing R.C.C GSRs, ESR's, Pump House and Office Building	2 nos. of ESRs with 25m Staging Height 2 Nos. of GSRs with 0.1 ML & 0.27 ML Capacity 2 Nos. of Pump House & 1 Office Building at Vadiwadi Headwork
3.	Designing & Construction of R.C.C GSRs, ESR's, Pump House and Office Building	3 Nos. of ESRs (16LL, 23LL and 24LL) with 25m Staging Height

S.N.	Components	Indicative Quantities
		2 Nos. of GSRs with 0.1 ML & 0.27 ML Capacity 2 Nos. of Pump House & 1 Office Building at Vadiwadi Headwork
4.	Supply, laying, testing & commissioning of Rising Main of Ductile Iron (DI) K9 from GSR to ESR. (Detailed Design to be provided by Employer and working drawings will be provided by contractor)	700 m
5.	Supply, laying, testing & commissioning of Distribution Network of Ductile Iron (DI) K9 from ESR to Consumer. (Detailed Design to be provided by Employer and working drawings will be provided by contractor)	36 km
6.	Supply and installation of Pumping units Including mechanical, electrical and instrumentation items at Water Distribution Station – 3 Nos. (Primary Design to be provided by Employer duly modified and detailing by contractor and approved by Employer)	3 Nos.
7.	Design, Supply and Installation of SCADA system required for effective management of the water supply system based on the continuous data, its analysis and management. (Primary Design to be provided by Employer duly modified and detailing by contractor and approved by Employer)	Entire water supply including Pumping station, ESRs and pipeline.
8.	Provide consumer service connections on approval or sanction by Employer (VMC) with consumer water meter, DI Strap saddle, Ferrule, MDPE pipe, ball valve, meter box etc.	Approx 40,000 nos. of different sizes viz. 15 mm, 20 mm, 25 mm.
9.	Finding invisible leaks in pipeline network, carrying out repairs and allied works in Project area	83 kms length

Note:- **1.** Quantities indicated in the Table above are indicative and need to be confirmed by Contractor through SIP.

2. All components of implementation of SIP are to be understood including commissioning and duly approved by Engineer / PMC.

Scope of Operation & Maintenance period

3. From the design, construction completion date (which shall also mean sectional/ priority works completion date of priority zone) the Contractor shall take over the

Operation and maintenance services from VSCDL for the project area within selected DMA's. Contractor shall be responsible for operation, maintenance and management of water supply in project / service area as detailed below. Contractor shall act as back office support to VSCDL while managing the customer related services or complaints. The Scope of O&M shall include but not limited to the following: -

Scope of Works under Operation Phase

No	Obligation	Period
1.	Operation and Maintenance of Entire system including ESR (3-nos.), pipeline network (36.25 km), mechanical / electrical / instrumentation works and SCADA System for 10 years.	9.98 sq.km. project area
2	O & M of the distribution network for distributing water efficiently, equitably and minimizing water loss / non-revenue water (NRW), providing expert services for leak detection, reduction and maintaining the infrastructure on DMA basis	From initial takeover date
3	Providing continuous (24 x7) pressurized water supply to the connected consumers and maintaining the infrastructure	From initial takeover date
4	Collection, providing water Samples to VSCDL lab of treated water collected from ESRs / consumer end to ensure that it meets the Potable Water Specification and monitor on regular basis;	From initial takeover date
5	Detecting and monitoring non-revenue connections and consumption and inform such connections to VSCDL and install meters to measure consumption	From initial takeover date
6	Operation and Maintenance of House Service Meter Connection for 10 years.	Approx 40,000 nos. of different sizes viz 15 mm, 20 mm and 25 mm
7	Bill generation of Water Supply for 7 years	Approx. 40,000 connections of different sizes.

1. The Scope of Services shall include all technical, managerial, administrative, commercial, environmental, and social interventions as required in accordance with acceptable, prudent water utility construction and management practices, ensuring safe and sustainable bulk drinking water supply services to total number of 40,000 (approx.) connections spread out in the Project Area. The Scope of contract mentioned in Tables above is indicative only and the Contractor is required to undertake his own detailed investigation of the Project Facilities to determine the complete Scope of Services for achieving the Minimum Service Levels.
2. For Detailed Scope of Works, Scope of Services, Scope of Contract (Design &

Construction period and Operation & Maintenance period) refer Employers requirement and Detailed Technical Specification Volume –II & Volume –III.

INFORMATION & INSTRUCTIONS TO TENDERERS

1. GENERAL

1.1 All information requested for in the enclosed forms should be furnished against the respective columns in the form. If information is furnished as a separate document, reference of the same should be given against respective columns. If information is "NIL" it should also be mentioned as "NIL" or "NO SUCH CASE". If any particular query is not applicable in case of the applicant, it should be stated as "NOT APPLICABLE". However, the applicants are cautioned that not giving complete information called for in the application and in the form required or not giving it in clear terms or making any changes in the prescribed forms, may result in the applicant being summarily disqualified. Applications made by telegram or telex and those received late will be disregarded.

1.2 All information should be submitted in English.

1.3 Overwriting should be avoided. Mistake should be scored through and corrections incorporated and attested with tenderer initials written in ink. All pages of the pre-qualification documents shall be numbered and submitted.

1.4 References, information and certificates from the respective clients, certifying suitability, technical knowhow or capability of the applicant shall be signed by client.

1.5 The tenderer is advised to attach any additional information which he thinks necessary in regard to his capabilities. No further information will be entertained after submission of pre-qualification document unless it is called for by the VSCDL.

1.6 Applications are invited from Contractors who are registered with Government of Gujarat in **Class 'AA'** contractors registered in similar class with other State Government, Semi Government bodies, or with Central P.W.D., VSCDL/VMC, MES or other such institution and who have large experience of Water Supply Work and who have adequate resources and expertise to execute the work within specified time limit as specified in pre-qualification document will be considered for pre-qualification, Price Bid will be opened online only for those agencies who are considered pre-qualified.

Note: The successful bidder shall have to get register as contractor in appropriate class with VSCDL/VMC, within 1 month from date of issue of work order OR before submitting First running Bill whichever is earlier, in case the bidder is not registered with VSCDL/VMC.

1.7 The cost incurred by applicants in preparing this application, in providing clarification or attending discussions, conferences in connection with this document will not be reimbursed by VSCDL under any circumstances.

1.8 The time limit for completion of the work is (36 months). Which includes a Three month trial and Run period.

1.9 The tenderer shall execute the work as per instruction given by Site Engineer In Charge.

2. DEFINITIONS

2.1 In this document the following words and expressions have the meaning hereby assigned to them.

2.2 Tenderer means individual proprietary firm, limited company, corporation applying to become eligible to tender.

2.3 VSCDL means Vadodara Smart city Development Limited.

2.4 VMC means Vadodara Municipal Corporation.

3. METHOD OF APPLYING (By E-tendering)

Each tenderer shall fill the format for pre-qualifications as per E-tender with EMD tender fee. Financial bid shall be submitted online for E-tender and Hard copy also submitted.

3.1 If the bid is submitted by an individual, the pre-qualification document shall be signed by the individual above his full typewritten name and current address.

3.2 If the bid is submitted by a proprietary firm this document shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

3.3 If the bid is submitted by a partnership, this document shall be signed by all the partners of the firms above their full typewritten names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed. Full names and current address of all the partners of the firms shall also accompany the application.

3.4 If the bid is submitted by a limited company or a corporation, this document shall be signed by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the pre-qualification application is filed. They should also furnish Articles and Memorandum of Association.

3.5 If the bid is submitted by a consortium/group of firms, that is, Joint Venture (maximum Three firms (Lead member + 2 Other Members) the sponsoring firm, shall submit complete information required in the forms pertaining to each firm in the group and state along with the Bid as to which of the firms shall have the responsibility for tendering and completion of the Contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract documents. Full information and satisfactory evidence pertaining to the participation and responsibility of each member of the group of firm in the Tender shall be furnished along with the tender. A certified copy of the Joint Venture Agreement in prescribed form (specified at Form-I) shall be submitted along with the Tender.

3.6 The tender documents uploaded in the name of an individual applicant shall not be used by a Joint Venture. Joint venture shall have to upload the tender document in the name of JV only, if he wants to apply.

3.7 Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.

3.8 All witnesses and sureties shall be person of status and probity their full name, occupation and addresses when they fill the vendor registration form provided in the website. www.nprocure@ncode.in

3.9 In case at time of tender uploading, if any of the above information has changed then the Bidder shall correct the same by making the modification in his personal profile.

4. FINAL DECISION MAKING AUTHORITY

VSCDL reserves the right to accept or reject any of the applications for pre-qualification without assigning any reasons thereof.

5. PARTICULARS PROVISIONAL

The particulars of the proposed works given herein are provisional and must be considered only as advance information to assist applicants.

6. SITE VISIT

The site of work may be inspected by the applicant or his representative at his own cost. Technical persons of VSCDL may accompany the applicant, if convenient on prior intimation. Site visit will be conducted prior to pre bid meeting i.e. on 02/11/2017 10.00 hrs onwards. The certificate regarding site visit shall be given by the contractor in form G.

7. Submission of Prequalification Documents

7.1 To be eligible for pre-qualification, applicants shall furnish details to establish their capability and proof of adequate resources to carry out the contracts effectively. **Joint venture is allowed.** The main contractor shall deploy the subcontractor for labour work only. He shall not be permitted subcontracting for entire or part of the work with material to other agency.

7.2 List of documents required to be submitted

Volume I (TECHNICAL BID)

Part A

1. The Demand Draft of Tender fee amounting to Rs.25,000/- (Rupees Twenty Five Thousand Only) & EMD amounting to Rs. 2,14,96,100/- (Rupees Two Crore Fourteen Lacs Ninety Six Thousand One Hundred Only) in form of DD/ Bank Guarantee of Approved Bank **in original**.
2. Bank solvency certificate of at least amount Rs. 26,88,00,000/- (Rupees Twenty Six Crore Eighty Eight Lacs Only) (25% of project cost) not older than six months **in original**.

Part B

1. Specifically for this work list of technical persons proposed to be deployed on the work should be submitted with their name, experience & qualifications.
2. Quality Assurance plan.
3. Method statement-indicating the methodology proposed to be used for execution.
4. Proposed program (BAR CHART) schedule for execution of work.
5. Audited balance sheet of last five financial years.
6. Financial information including annual turnover & net worth.
7. Experience Certificates for similar type of work criteria and Physical Criteria (duly authenticated by client)

8. Documents of eligibility criteria (including Form A-K).
9. All the additional certifications related to alternative building materials/technology.
10. Income tax clearance certificate of last 5 financial years.
11. Any other relevant documents as desired by the tenderer.

Note:

i) The Bidder must submit online duly filled in the entire tender document i.e. technical bid (Part A and Part B) available on website. Hard copy of Technical bid, original copy of Tender fees and EMD shall be submitted within stipulated period.

ii) Eligibility of bidder will be determined based on the documents submitted online only. Hard copy of documents submitted in technical bid would be kept for the verification purpose only. Submission of any document supporting to technical bid only in hard copy (but not submitted online) will not be accepted separately.

iii) If bidder has not submitted original copy of Tender fees and EMD to office of the Managing Director, Vadodara Smart city Development Limited, but same is scanned and submitted with his bid online or vice versa within stipulated period, the bid shall be liable to be considered as non responsive.

iv) Proposal of EOI to take up this project on PPP mode need to be submitted only in hard copy.

Volume II (FINANCIAL / PRICE BID)

This bid shall be submitted online only.

8. Eligibility criteria

a) Contractors who are registered with Government of Gujarat in class 'AA' or registered in similar class with other state government, semi government bodies or with central PWD, Western Railways etc.

Note: The successful bidder shall have to get register as contractor in appropriate class with VSCDL/VMC, within 1 month from date of issue of work order OR before submitting First running Bill whichever is earlier.

b) **Construction Experience in Key Activities** : For this contracts executed during the period stipulated in the following key activities:

1. Experience in Water Consumer meter replacement or installation of at least 5000 nos or more in last five years.

2. Successful experience of conversion and / or O&M of 24x7 water supply / continuous pressurized distribution network system for minimum 5000 connections.
3. Experience in Construction and Commissioning water pipeline distribution network.
4. Experience in Instrumentation and SCADA installation & operation in water sector / waste water, sector including flow, pressure, water quality etc.

8.1 Technical Eligibility :

The tenderer to be considered technically eligible should have adequate experience as specified hereunder.

Tenderer having Experience of successfully completed similar work during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-

(a) One similar completed work costing not less than the amount equal to **80% of estimated project cost**.

or

b) Two similar completed works costing not less than the amount equal to **50% of estimated project cost**.

or

(c) Three similar completed works costing not less than the amount equal to **40% of estimated project cost.**

NOTE:-

- Ongoing work or partly completed work shall not be Consider.
- "The similar work means experience in Water Supply Projects consisting of supply and distribution network, RCC ESR, GSR etc in reputed Government organization/semi Government Organization."
- The following multiplying factors shall be considered for calculating relevant cost of the project.

Completion Year of the Work	Multiplying Factor
(2016-17)	1.00
(2015-16)	1.10
(2014-15)	1.21
(2013-14)	1.33
(2012-13)	1.46

Completion Year of the Work	Multiplying Factor
(2011-12)	1.61
(2010-11)	1.77

Note :- The Applicant should indicate actual figures of project costs amount in the schedule without accounting for the above mentioned factors.

8.2 Physical Criteria:

8.2.1 PIPELINE:

Bidder must have experience of Procure, Lowering, Laying, Jointing, Testing and Commissioning of minimum length (as under) of metallic pipeline in any single project during last seven (7) financial years i.e. from 2010-2011 to 2016-2017 and upto one month prior to last date of submission of the bid. If the pipeline work has been completed along with successful hydro testing, such works shall also be considered for the evaluation based on the facts and circumstances as certified by the client.

The material supplied by the client will not be considered for procurement purpose.

Type of Pipeline	Min. Diameter (In mm)	Min. Length (In Km)
Metallic D.I. K-7	≥300 mm	«18.15 Km»

8.2.2 PUMPING MACHINERY:

The bidder must have experience of supply, installation, testing and commissioning of electro mechanical works not less than **190 KW** in single contract during last seven (7) financial years i.e. from 2010-2011 to 2016-2017 and upto one month prior to last date of submission of the bid.

The bidder not having above experience may associate through a MOU (Memorandum of Understanding) with an approved pump manufacturer (GWSSB approved manufacturer/vendor for pumps) who has the experience of supply, installation, testing & commissioning of electro mechanical works not less than **190 KW** in single contract during last seven (7) financial years i.e. from 2010-2011 to 2016-2017 and upto one month prior to last date of submission of the bid. The memorandum of understanding for the said collaboration shall be executed on Rs. 100/- non judicial stamp paper duly signed by respective authorized representatives and notarised. The experience certificate along with MOU shall be submitted with the bidding document.

8.2.3 ELEVATED STORAGE RESERVOIR:

Bidder must have experience in Construction of Elevated Water Storage Reservoir of at least **24 Lacs Litre** (Single Capacity) in single completed project during last seven (7) financial years i.e. from 2010-2011 to 2016-2017and upto one month prior to last date of submission of the bid.

OR

Bidder must have experience in Construction of Elevated Water Storage Reservoir of at least **31.5 Lacs Litre** (Cumulative Capacity) in single completed project during last seven (7) financial years i.e. from 2010-2011 to 2016-2017and upto one month prior to last date of submission of the bid

8.2.4 STORAGE SUMP/GROUND SERVICE RESERVOIR:

Bidder must have experience in Construction of Storage Sump/Ground Service Reservoir of at least **13.5 Lacs Litre** (Single Capacity) in single completed project during last seven (7) financial years i.e. from 2010-2011 to 2016-2017and upto one month prior to last date of submission of the bid.

OR

Bidder must have experience in Construction of Storage Sump/Ground Service Reservoir of at least **18.5 Lacs Litre** (Cumulative Capacity) in single completed project during last seven (7) financial years i.e. from 2010-2011 to 2016-2017and upto one month prior to last date of submission of the bid

8.2.5 DOMESTIC WATER METER:

Bidder must have experience in Water Consumer meter replacement or installation of at least **5000 nos** or more in last five years in i.e from year 2012-2013 upto one month prior to the last date of submission of Bid.

Note to Physical Criteria:

v) In case the bidder has successfully completed the work of any Intake Well, Water Treatment Plant Pipeline Work, Storage Sump and Pumping Machinery , in any of the Government (State / Central), Board, Corporation, or Government Undertaking Organizations of State / Central Government, and it is fully commissioned after hydraulic testing, but the entire awarded work under the contract is yet to be completed, the bidder shall have to submit the completion certificate of any Intake Well, Water Treatment Plant Pipeline Work, Storage Sump and Pumping Machinery issued by The Engineer In-charge of the respective organization giving the details like capacity, type of structure etc., along with mention of successful testing of the individual structure.

vi) The works for which bidder have not entered in to contract agreement will not be considered

vii) The above experience shall be within last seven (7) financial years i.e. from Year 2010-2011 to 2016-2017 and upto one month prior to last date of submission of the bid for which Form -3A/11 must be submitted.

viii) Experience as sub contractor shall not be considered.

ix) The experience of works executed in Government (State/Central), Board, Corporation, and Government Undertaking /Organisations of state & central government shall only be considered for evaluation. The experience certificate from the client equivalent to not below the rank of Managing Director shall be considered. The experience of sublet works shall not be considered.

x) All MOU's shall be on a Non Judicial stamp paper of appropriate value duly notarised and signed by respective authorised representatives.

xi) The Bidder/ MOU partners contract should not have been terminated/blacklisted/debarred in any State Govt/ Vadodara Smart city Development Limiteds/ Central Govt./ Any state Govt Organisation, Urban Local body and/or its undertaking company or its SPV, Asian Development Bank/ World Bank or similar international funding agencies organisations due to delay in projects during last five years.

8.2.6 Operation and Maintenance

The bidder should have successful experience of conversion and / or O&M of 24x7 water supply / continuous pressurized distribution network system for minimum 5000 connections in last five years.i.e from year 2012-2013 upto one month prior to the last date of submission of Bid.

1. Regarding Experience of similar nature of work, bidders must have to submit the Form (3A) and BOQ (BILL OF QUANTITY) duly sign by responsible officer with outward number. Without "Form (3A)" and " outward number" experience will not be consider.
2. Bank solvency certificate of at least amount Rs. 26,88,00,000/- (Rupees Twenty Six Crore Eighty Eight Lacs Only) (25 % of the tender amount) and not older than six months
3. Copy of certificates under labour act and P.F. Registration certificate or P.F. declaration.

4. Copy of GST Registration Certificate (State & Central) and Pan Card.
5. Bidders must be submit declaration of being " Non-black listed " firm from any recognize authority.
6. All the Photo copy must be duly certified for true copy by Gazetted officer. Even though the bidders/firm may meet the above qualifying criteria, the firm shall be liable to be disqualified or contract may discontinue at any time, if it is found that they have made misleading of false representation, statements and attachments submitted towards proof of the qualification requirement and/or their record or poor performance such as abandoning the works, delay in completion of work, litigation history, financial failure etc.
7. Bidder has to submit list of work under arbitration/ court case or any dispute. The bidder shall submit final/ latest decision/ status of arbitration/ court case for all disputes and if it is found that the decision of dispute is against the bidder then such bidder is liable to disqualify even if other qualification criteria are met with. If Bidder has Ongoing arbitration with VSCDL and decision is pending, then such bidder is liable to disqualify even if other qualification criteria are met with.
8. The bidder shall have to submit Bar chart of whole work divided in minimum 10 activity justifying the timely completion of work for each component.
9. Soft copy of PQ document & price bid should be sent/fill on n-procure website only. Hard copy of PQ documents would be kept for the verification purpose only.

8.3. Financial Eligibility :

1. Average Annual financial turnover during the last 3 years, ending **31st March,2017** of the previous financial year, should be at least **Rs 53.74 Cr.**

Year	**Amount in Financial Year**	**Amount at current Price**
	Turn Over / Cost	Level
2016-2017	A	1.00 x A
2015-2016	B	1.10 X B
2014-2015	C	1.21 X C

FORMS DETAILS

a) Copies of original documents, defining the legal status of the firms its structure and organization, place of registration and principal place of business of the applicant in FORM – A.

b) The qualification and experience of proposed site engineer and other key personnel proposed for administration and execution of the contact, both on and of site in the format prescribed in FORM – B.

c) Major items of construction plant/and machinery proposed for use in carrying out the contracts in the format prescribed in FORM-C.

d) Details of experience and past performance of the firm on works of a similar nature completed in FORM-D along with Statement of *Pipeline, Work, Elevated Storage Reservoir and Pumping Machinery* works completed in last five years up to date of submission of the tender and details of works on hand to be executed up to date of completion of work.

e) Details regarding financial capability of the Firms in FORM-E.

f) Any other relevant additional information in FORM-F.

g) Information regarding any other litigation in which the applicant is involved.

h) Certificate regarding site visit in FORM- G.

2 a) The Applicants for pre-qualification must provide evidence of having adequate experience of ***Pipeline Work, Elevated Storage Reservoir and Pumping Machinery*** works. The evidence relating to physical, financial, technical and other capability of the applicants in their original language must be accompanied with certified translation of all relevant portions of the certificates/reports in English. The applicants should furnish the information about the financial capabilities in Rupees only.

b) The applicants are required to furnish along-with their applications, certificates obtained from the concerned authorities/employers towards proof of their having executed contracts satisfactorily.

3. Joint Venture Agreement.

Joint venture consortium of **Maximum Three** firms/ members / companies, as partners shall be allowed for the works.

All the Members of the JV shall be jointly and severally responsible for this Contract. The Member of the JV holding highest stake shall be the Lead Partner. The JV shall comply with the following requirements:

(a) A Joint venture agreement must be submitted along with the documents in which minimum share of lead member shall have to be 60% and share of other members, individually shall not be less than 15%.

(b) All the members of the Joint Venture firms shall have to collectively satisfy all the criteria mentioned.

Note:

In case, the applicant/JV partner has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other Contractor (other than present JV partner), the portion of the work (physically and financially) of the contractor included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose.

In joint venture consortium the lead partner shall only be an Indian citizen, Indian partnership firm or Indian private/ public limited company.

The lead member shall have “AA” class registration with Government of Gujarat /CPWD/ Railway, Government (State/Central), Board, Corporation, and Government Undertaking /Organisations of State & Central Government and Public Sector Units equivalent to class “AA” of Gujarat State. Having the above stated criteria, such bidder shall have to apply on or before the last date of Submission of registration documents to get himself registered in “AA” class in Government of Gujarat (R&B/WRD/GWSSB) and obtain registration in AA class before the date of finalization of regular tender procedure of particular work. The proof of application for Registration in "AA" class shall have to be attached with the registration documents.

(c) The individual members who join in JV shall have to give an undertaking that they will maintain status-quo till the completion of the work, if the work is awarded to the JV Consortium, the same JV Consortium shall be maintained till the satisfactory completion of the work. This undertaking shall be submitted on Stamp paper Rs. 100. duly signed by authorized signatory, which shall be notarized.

(d) In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the employer and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Joint Venture consortium which will be considered as "Legal Entity" as far as this Bid/ Contract is concerned.

(e) The Bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the partners;

(f) Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;

(g) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the contract including defect liability period;

(h) All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and,

(i) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non prescription, the JV agreement will be declared as invalid and the bid will be treated as non responsive.

(j) In case of Joint Venture financial strengths of each of the JV members individually shall not be less than Minimum Qualifying Criteria worked out in proportionate to their financial stakes in the JV. In case of physical criteria, either of the JV members shall meet the qualifying requirement in any single completed project without taking into account their financial stake in the JV agreement.

Each JV member shall have required registration certificate, solvency certificate, project manager having 5 years experience, existence of company as per tender requirement. Each member shall satisfy these requirements separately.

(k) The contractors participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On award of contract to such a Joint Venture consortium, each of the members of the Joint Venture consortium shall have to sign the Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.

(l) An original notarized copy of the agreement as prescribed in Form-I entered into by the joint venture partners shall be submitted with the bid. It should also distinctly show the financial participation of each member of the joint venture and the responsibility of each member as regards planning and execution of the work.

(m) In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.

4. FOR SPECIAL ATTENTION

Applicants shall be disqualified if they have

a) Made untrue or false representation in the forms, statements and attachments required in the pre-qualification documents, or

b) Record of poor performance either technical or financial or for any other reasons.

Signature of Contractor

Date

FORM – A

STRUCTURE AND ORGANISATION

1. Name of Applicant

2. Nationality of Applicant

3. Office Address
   Telegraphic Address
   Telephone No.
   Telex No.
   Fax No.

4. Year and location of establishment

5. The Applicant is
   a) An individual
   b) A proprietary firm
   c) A firm in partnership
   d) A limited company or Corp.
      (if a firm in partnership).
   e) A Group of Firms / Joint Venture (if applicant is of category "f" give complete information in respect of each other)
   f) A Group of Companies

6. Attach the organization chart showing the structure of the organization including the names of the Directors and position of officers.

7. Number of years of experience
   a) As a Prime contractor
      (Contractor shouldering major responsibility)

b) As sub-contractor

(Specify main contractor).

c) in a joint venture
(Specify main contractor)

8. For how many years has your organization been in business of similar work under it's present name ? what were your fields when your organization was established?

9. Whether you ever disqualified / considered ineligible for similar works of box jacking during the past five years by the railways?

10 Whether any new fields were added to your organization? If, so, give details.

11. Whether you ever required to suspend construction for period of more than six months continuously after you started? If so, give the name of project and reasons thereof.

12. How you ever left the work awarded to you incomplete?
(if so, give name of project and reasons for not completing work ?)

13. In how many of your projects penalties were imposed for delays?
(Please give details)

14. In which field of civil engineering construction do you claim specialization and interest?

15. Give details of your experience in modern concrete technology for manufacture and

quality control.

16. Give details of your soil and material testing laboratory, if any.

17. Give details of your plans for sub-contracting if any, in terms of percentage of works.

18. If the applicant intends to enter into a Joint Venture for the project, please give the following information otherwise.

    I. Name and Address of Joint Venture
    II. Name of Lead Firm
    III. Name and address of each of the partner/ member of JV
    IV. Indicating the responsibility of planning, construction equipments and execution of the work of each of the JV partner.
    V. Name and address of the bankers to the JV

    Details regarding financial responsibility and participation (percentage share in the total) of each firm in the JV. Attach a certified copy of the JV (in prescribed Proforma)

Signature of Applicant.

Date :

FORM – B
PERSONNEL

Give details of key technical and administrative Personnel (Who could be assigned the work) in the following pro-forma.

A) Details of the Board of Directors.
   1. Name of Directors.
   2. Organization.
   3. Address.

B) Key technical & Administrative personnel.
   1. Individual's name
   2. Qualification.
   3. Present position of offices
   4. Professional experience and details of works carried out .
   5. Year with applicants.
   6. Language known.
   7. Additional information.

- (i) Resident Engineer in overall charge of work.

(ii) Assistant Engineer

(iii) Others

C) Skilled and other labour (indicate number categorically)
   1. Skilled labour.
   2. Other labour.

Note : In case of Joint venture the above form shall be filled by The JV members separately

Signature of Applicant
Date :

FORM – C

MACHINERY AND EQUIPMENTS

Give details of machinery and equipment owned by the applicant and proposed to be used for construction of ROB in the following pro-forma. (The information should be furnished in tabular form under following heads & columns).

1.	Type of Plant	As available	As proposed to be deployed on this work.
	(I) For Concrete		
	(a) Automatic batch mix plant		
	(b) Transit mixer		
	(c) Weigh batching plant		
	(d) Concrete Mixer		
	(e) Vibrators.		
	(II) For Asphalt Work		
	(a) Automatic Drum Mix Plant		
	(b) Sensor Paver		
	(c) Bitumen Sprayer		
	(d) Tandem Vibratory Roller		
	(e) Tipper/Dumper		
	(f) Air Compressor		
	(III) Earth work machinery		
	(a) Excavators		
	(b) Trucks		
	(c) Dumpers		
	(IV) Power generators		
	(a) Welding		
	(b) Lighting		
2.	Numbers of units for each category (Give details whether new, old and owned or leased)		

3. Make of equipment for each category.
4. Capacity of each equipment.
5. Normal life specified by the manufacture for each equipment in working hours.
6. Number of actual working hours put in by the machine.
7. Present location of each equipment.
8. Present condition of each equipment.
9. Depreciation cost of each equipment.
10. Remarks.

Note : In case of Joint venture the above form shall be filled by The JV members separately

Signature of Applicant.
Date:

FORM-D

EXPERIENCE OF COMPLETED WORKS

Give details of similar type of work completed during last 7 years in the following proforma with value of Work certified by the client.

1 Name of work

2 Location

3 Client's name and address

4 Total completed cost of works done with Agreement No and date

5 Brief description of works including principal features and quantities of main items of the work.

6 Period of completion

a) Originally stipulated time limit
b) Extended time limit, if any
c) Actual time taken to complete the work
d) Reasons for non-completion of work in stipulated time limit/extended time limit, if so

7 Certificates attached should be from the officers of the rank of Managing Director and above.

Note : In case of Joint venture the above form shall be filled by The JV members separately

Signature of Applicant

Date

STATEMENT OF METALIC PIPELINE WORKS, ELEVATED STORAGE RESERVIOR, PUMPING MACHINERY CERTIFIED IN LAST FIVE YEARS

Sr.No.	Work Name	Work Done for year ended 31st March (Amounts in Lacs)					Total
		2013	2014	2015	2016	2017	
(1)							
(2)							
(3)							
(4)							
(5)							
	TOTAL :-	‘					

FORM-E

DETAILS INDICATING FINANCIAL CAPACITY

1. Name of firm
2. Name of Partner / Director
3. Capital
   a) Authorized
   b) Issued and paid up
4. Furnish balance sheet and profit and loss statement with Auditors Report & Income Tax Assessment orders for last five years. It should inter alia include the following information.
   a) Working Capital

   b)

Sr.No.	Year	Turnover in Rs. Crores	Reference Page No. of Balance Sheet
1.	2016-2017		
2.	2015-2016		
3.	2014-2015		

c)

Sr.No.	Year	Gross Income in Rs. Crores	Reference Page No. of Balance Sheet
1.	2016-2017		
2.	2015-2016		
3.	2014-2015		

5. List your sources of finance.
6. Certificate of financial soundness by bank.
7. Name and address of Bank from whom reference can be obtained.
8. Have you ever been declared bankrupt ?
   [If, yes please give details]

Note:

- Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns. Attach Certificate(s)

issued by any Bank or Financial Institution for available credit to the Lead partner and joint venture partner.

- In case of Joint Venture the above form shall be filled by JV members separately

Signature of Applicant

Date:

FORM-F

ADDITIONAL INFORMATION

1. Please add any further information which The applicant considers relevant in regard to his capabilities.

2. Please give a brief note indicating why the applicant considers himself eligible for prequalification for the work.

3. Please give information regarding any other litigation / arbitration in which the applicant is involved.

Signature of Applicant

Date:

FORM-G

Site Visit Certificate

(To be submitted separately in sealed Envelope A, Vol.-I Pre-qualification document)

I/we_____, authorized representative of M/s _____ have visited the site of the **Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years** on _____, 2017.

We have inspected and evaluated the existing site with reference to its location, soil conditions, sub soil water table, etc. We have submitted this offer after satisfying our selves about the local conditions, local costs, etc.

Signature of the Tenderer

FORM-H

Details of Training Programme proposed by the Contractor

Signature of the Bidder :

Date:

FORM-I

JOINT VENTURE DATA

A copy of the joint venture agreement must be attached to Form-4. In case the joint venture agreement is not acceptable to Vadodara Smart city Development Limited the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified Joint venture agreement within twenty-one days upon receipt by the applicant of the request for modification will disqualify the applicant for further consideration.

Names of all partners of a joint venture		**Financial Stake of A firm (In Percentage)**
Partners	**Name of Firm**	
1. Lead partner		
2. Partner		
3. Partner		

FORM-J

JOINT VENTURE AGREEMENT

(To be notarized on stamp paper of appropriate value)

(1) The Joint Venture agreement made and entered into at _____(place) on _____day of _____ (YEAR) by and between.

a. Firm A (Name with address of the registered office)
b. Firm B (Name with address of the registered office)
c. Firm C (Name with address of the registered office)

(2) Definitions: In this deed the following words and expressions shall have the meaning set out below.

a. "The Employer" shall mean Vadodara Smart city Development Limited
b. "The Works" shall mean _____ _____(Name of work) which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.
c. "The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.
d. "The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.

(3) Joint Venture (J.V):

The Parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/ tender document initially and then tender and if successful for the execution of the works as an integrated Joint Venture. The parties are not under this agreement entering into any permanent partnership of Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either Party the agent of the other.

(4) Witnesses : Where as Vadodara Smart city Development Limited.Employer has invited tenders from intending bidders and has permitted a group of firms (not exceeding three) forming a Joint Venture to eligible to be a bidder. And whereas_____party of the first part and _____party of the Second part/third part(if applicable) are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing _____and whereas Parties of the first and

Second part /third part(if applicable) reached understanding to submit pre-qualified/ tender, if pre-qualification, and to execute the contract if awarded;

This agreement witness as follows.

(a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;

(b) That the operation of this Joint Venture firm concerns and is confined to the work of _____of Vadodara Smart city Development Limited

(c) The name of the Joint Venture firm for convenience and continuity shall be

(d) The Address of Joint Venture for communication shall be as under.

(e) The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.

(f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.

(1) _____ firm shall be the lead company in charge of the Joint Venture for all intents and purpose.

(2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarized power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,

(i) All the (Maximum Three) parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of, Firm – A.....% Firm - B.....% Firm – C……%

(ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two/three partners in working capital and other financial requirements shall be in ratio as mentioned above.

(5) Internal responsibilities and liabilities:

(a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.

(b) The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individual's party's area of responsibility and/ or it has been caused due to acts and /or omission of the concerned party.

(c) The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.

(d) The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non-performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the employer.

(e) None of parties have joined in any other Joint Venture for the said works.

(6) Responsibilities and liabilities of Joint Venture towards the employer:

(1) Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.

(2) Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions;

(3) Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.

(7) Site management:

(a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____(J.V.) the project manager shall be authorized to represent the Joint Venture on site in respect of matters arising under the contract.

(b) The _____(Name of the J.V.) shall be jointly and severally liable to the employer for the execution of the contract commitment in respect of the works in accordance with contract conditions.

(8) Termination of the Agreement:

This agreement shall be terminated in the following circumstances.

(a) The employer awards the contract for the work to the other Bidder.

(b) The employer cancels the work to award the contract.

(c) On completion of the defect liability period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated.

(9) No partner has right to assign any benefits, obligation of liability under the agreement to any third party without prior written consent of the other partner as well as Vadodara Smart city Development Limited

(10) Financial matter:

(a) Bank Account in the name of the Joint Venture will be opened with any scheduled or nationalized Bank to be operated by an individual signatory as decided mutually by the Joint Venture partners.

(b) All the partners shall be responsible to maintain or cause to maintain proper Books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.

(c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.

(d) Bank guarantee for the application /execution of the work shall be provided jointly from a bank acceptable to the employer.

(11) Negotiation : Any negotiation of agreement between the parties hereto and the employer subsequent to the submission of the tender and prior to award, shall take place only with consent of each of the parties who shall be represented at the such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.

(12) Legal jurisdiction: All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at AHMEDABAD.

(13) Settlement of disputes: Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/tribunal by mutual consent of the partners and such proceedings shall be governed by Gujarat Public Works contract disputes tribunal act of 1992 and as amended from time to time. The award of arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.

(14) Insurance:

(a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.

(b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.

(15) No change shall be made in this agreement without prior written consent of the employer and other party. However if the employer directs the parties to make changes in the agreement so as to fulfill tender conditions the parties discuss with employer and mutually agreed such changes required to be made in the agreement.

(16) **Default and withdrawals from the Joint Venture**. : In case that either party fails to observe the provision stipulated in this agreement withdrawal from the Joint Venture, Loss and/or expenses incurred by other party due to such default and /or withdrawals shall be fully compensated by the party who has defaulted.

(17) All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party. In witness whereof the parties have caused their duly authorized representatives to sign below.

Witness:

1 Signed for and on behalf of firm-A
2 Date Seal

Witness:

1 Signed for and on behalf of firm-B
2

Date Seal

Witness:

1 Signed for and on behalf of firm-C
2 Date Seal

FORM-K

Method Statement

1. The project is for Selection of Agency for – (Name of work as per Notice Inviting Tender)

   The Employer's indicative guidelines on Methodology are given in the Employer's Requirement which may be followed.

2. The bidder is required to submit Approach and Method Statement for carrying out work of Continuous (24x7) Pressurised Water Supply alongwith the technical bid. The bidder's approach and method statement shall be in line with the overall principle of the Employer. The Service Improvement Plan (SIP) for Distribution Network Improvement (DNI) shall be compatible with these concepts. The instrumentation capable of transferring the real time data to the SCADA system shall include the parameters of performance evaluation of the contractor during the operation, maintenance and service delivery. The bidder's methodology shall also spell out how the NRW and real losses will be measured within service area which starts from Service Reservoir and ends at the consumers in all zones / DMAs.

3. The activities for methodology shall also include following:

   (i) Topographic Survey for confirmation and underground utility survey etc.
   (ii) Door to door consumer surveys and mapping of all properties showing water consumers
   (iii) Review, verifications and preparation of design of Distribution Network;
   (iv) Preparation of SIP, including phasing of works, cost effective value Engineering and drawings
   (v) Approval of SIP (may be in phases)
   (vi) Implementation schedule along with methodology as per scope of works:
   (vii) Operation and maintenance Services:
   (viii) Customer services;
   (ix) Safeguard activities;

Work plan:

1. The Contractors will submit detailed work plan as part of Technical proposal covering all sections of work to achieve sectional and full work key milestones as shown in Employer's Requirement

Mobilization Schedule

2. The Bidder shall submit mobilization and de-mobilization schedule of personnel and equipments in detail for all phases of works. The mobilization schedule should include mobilization of skilled and unskilled manpower, different machineries and equipment, materials, as required in each Phase.

Construction Schedule

3. The Bidder shall prepare and submit overall construction schedule. The construction schedule shall be designed and documented in a series of tasks and task assignments complete with projected completion target dates with the aid of computer operated management software like Microsoft project office, Primavera or latest by using Gantt charts and PERT diagrams to allow all actors to know their contribution towards fulfilling the Employer's Requirement.

VADODARA SMART CITY DEVELOPMENT LIMITED

SECTION – 3

Instruction to Tenderers

SECTION – 3

Instruction to tenderers

1. The Tenderer are advised to inspect the site of works and be fully acquainted with the site conditions which may be necessary for the purpose of submitting the tender and for executing the work. If requested in advance and in writing department will arrange to visit the site of work.

2. In the event of the tender being submitted by the firm, it must be signed by all the partners or by any partner who has been specifically authorize under the Partnership deed to sign and execute contracts on behalf of the firm or by any person holding a Power of Attorney authorized him to sign and execute the contract on behalf of the firm. [The Authority letter is required to be enclosed along with the Tender].

3. Receipts for payments made on account of any work, when executed by a firm, can be signed by any of the partners of the firm or any other person authorized by the firm under a Power of Attorney of give effectual receipt for and on behalf of the firm.

4. The tender shall be filled in strictly according to columns prescribed in the tender stating the rates at which tenderer are willing to undertake each time of work. Any modifications or additions in the item of works or in any other part of the tender made by the Tenderer will not be accepted.

5. The VSCDL shall have the right to reject all or any of the tenders without assigning any reason for such rejection.

6. Measurements for all the works shall be taken by standard measures available with the VSCDL and practice and rules framed by the VSCDL from time to time. In general IS 1800 shall be followed for measurement of civil works.

7. **The tenderer are required to quote only firm and workable rates and any condition attached to the rates quoted by them is likely to disqualify the tender for evaluation and consideration for award of the work. If the Bid of the successful bidder is seriously unbalanced in relation to the estimated cost of the work/ item (s) to be performed under the Contract, VSCDL, may require the bidder to produce detailed rate price analysis for any of all Items of the Bid of the quantities to demonstrate the internal consistency of this rate Price with the construction methods proposed. . After evaluation of the rate analysis, the VSCDL may require, that, the amount of**

the Performance Guarantee mentioned in memorandum of the contract be increased at the expense of the successful Bidder to a level sufficient to protect the VSCDL, against financial loss in the event of default of the successful Bidder under the contract. The items specified in scope of work and detailed specification is part of the price bid item. The tenderer has to execute all the work specified in the scope of work without any extra cost. The tenderer are required to quote rate accordingly.

8. The tenderer are advised to send their tender by Registered / Speed post so that tender reaches to VSCDL on or before the due date. Any tender received after due date shall not be considered.

9. Tender not accompanied by Earnest Money in the manner provided in the tender notice shall not be considered. Amount of earnest money shall not bear any interest and will be refundable to the Tenderer, if tender is not accepted.

10. Tender shall be filled in and signed only by the duly authorized person or persons of the Tenderer. If at any item during security and finalization of the tenders, it is found that any tender or tenders are signed by the persons who are not duly authorized then the earnest money received with such tender shall stand forfeited.

11. Tenderer shall have to pay Security Deposit in the time and manner prescribed under Clause 1 of the General Conditions of Contract.

12. Successful Tenderer shall keep all documents ready for signing "Agreement with the VSCDL". Tenderer will have to make himself/itself available at fifteen days notice for executing such Agreement. The tenderer are advised to carefully study the various conditions of The contract, work specification, site conditions, VSCDL's rules and regulations with regards to safety and security, etc.

13. **Deleted**

14. Tenderer shall submit along with the tender a list of equipment which he proposes to use for this work.

15. Tendered rates shall include all the material, taxes, labour and requirements of plants, machinery, equipment, supervision, handling, cleaning, testing etc. (whether mentioned in the item or specifications etc. or not) which is required and necessary to complete the item.

16. The tenderer are advised to read together with the specifications including materials and drawings, as specifications are complimentary part of the item. Items for which details are not given or are given inadequately reference will be taken from ISI specifications or PWD handbook. Such details shall be deemed to have been included in the item and the rates quoted shall be all inclusive. Whether mentioned in the item or not material test as may be required by the Engineer In charge of VSCDL shall be provided and no extra payment will be made for that purpose.

17. Specifications are given for certain numbers of items only. However, the items for which the specifications are not prescribed but which are relevant to these specifications shall also be executed in accordance with such specifications.

18. Suitable number of photographs and negatives shall be supplied free of cost to the VSCDL every month for the progress of various stages of the works such as centering, reinforcement, erection of equipments, etc.

19. Bidders are required to quote separate prices of different items of work exactly as per price schedule given in volume of tender document. No change in format is acceptable. Quoting for all items is also mandatory.

20. Completion time for the work shall be **36 months including Mansoon** from the date of issue of letter of intent by Vadodara Smart city Development Limited which includes a 3 months trial and run period.

21. Validity of tenderer's proposal shall be 180 days from the date of opening of price bid or last negotiation date if at all allowed.

22. **Deleted.**

23. **Deleted**.

24. **RATES TO BE IN FIGURES AND WORDS**

The Tenderer shall quote the rates in English both in figures as well as in words and the rates and amounts tendered by him in the Bill of Quantities.

25. **EVALUATION OF TENDERS**

Any error in quantity or amount in Price bid of tender form showing items of works to be carried out shall be adjusted in accordance with the following rules:

i) In the event of a discrepancy between description in words and figures quoted by a Tenderer in the rates column, the description in word shall prevail.

ii) In the event of an error occurring in the amount column of the Schedule B of Tender Form showing items of work as a result of wrong multiplication of the rate and quantity, the unit shall be regarded, as firm and multiplication shall be amended on the rate.

iii) All errors in totally in the amount and carrying forward totals shall be corrected.

iv) Any rounding off of amounts against items or in totals shall be ignored.

v) For any item in price bid, the bidder has not quoted the rates (or left blank), it is treated as 'zero rate' and all such item shall be considered as executed free of cost.

The tendered sum so altered shall, for the purpose of the tenders be submitted for the sum originally tendered and considered for acceptance.

The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

26. **CORRECTIONS AND ERASURES**

All corrections and Alterations in the entries of tender papers will be signed in full by the Tenderer with date. No erasures or over writings are permissible.

27. **SIGNATURE OF TENDERER**

The tenderer shall contain the name, residence and place of business of person or persons making the Tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all the partners in the Tender. It should be signed in the Partnership's name by all partners or, by duly authorized representative followed by the name and designation of the person signing. Tender by a firm shall be signed by an authorized representatives and a power of Attorney in that behalf shall accompany, the Tender. A copy of the constitution of the firm with names of all partners shall be furnished.

28. **WITNESS**

Witness and sureties shall be persons of status and property and their names, occupations and address shall be stated below their signature.

29. **DETAILS OF EXPERIENCE**

The Tenderer should enclose documents to show that he has previous experience in having successfully completed in the recent past work of this nature together with the name of Owner's location of sites and value of contract.

30. **ENGINEER OF CONTRACTOR**

The contractor, on or after award of the work, shall name and depute a qualified Engineer having sufficient experience in carrying out works of similar nature, to whom the equipments, materials, if any shall be issued and instructions for construction/execution shall be given.

31. **TRANSFER OF TENDER DOCUMENTS**

Transfer of Tender documents purchased by one intending tenderer to another is not permissible.

32. **EARNEST MONEY DEPOSIT**

The tenderer must pay earnest money as given in the notice inviting Tenders and attach the official receipt, if paid in cash with the Tender, failing which the tender is liable to be rejected. The earnest money can be paid in cash or Demand draft of any nationalized Bank at Vadodara and shall be in favour of Managing Director, Vadodara Smart city Development Limited, Khanderao Market, Vadodara. EMD shall be attached with the Tender.

NOTE : No interest shall be allowed on the earnest money deposit by Tenderer. The earnest money of the unsuccessful tender will be refundable within a reasonable period of the time without any interest.

The earnest money deposit by successful Tenderer will be retained towards the Security Deposit for the fulfilment of the contract, but shall be forfeited, if the Tenderer fails to execute the agreement within 15 days after the letter of acceptance of Tender.

33. **VALIDITY**

Tenders submitted by Tenderers shall remain valid for acceptance for a period of 180 days from the date of opening of price bid. The Tenderers shall not be entitled during the said period of 180 days, without the consent of writing of the owner to revoke or cancel his tender or to vary the tender given or any terms thereof. In case of tenderer revoking or canceling his tender of revoking the same or vary any terms in regard to thereof

without the consent of owner in writing, the owner shall forfeit earnest money paid by him along with the Tender.

34. **TIME LIMIT – PERIOD OF COMPLETION**

The period of completion: Execution period shall be 36 months including Mansoon period from the date of issue of any notice to proceed with the work i.e issue of work order. Any extension of time limit demanded by the bidder/operation of their reason, shall not entitle for any price escalation/delay compensation. The total contract period shall be execution period including 3 months Trial and Run period + O and M period of 10 years.

35. **ADDENDA**

Addenda to the Tender documents may be issued prior to the date of opening of Tenders to clarify documents or to reflect modifications in the design or contract terms. The bidder shall check the website 48 hours before submission of the tender for the addenda if any

Each addendum issued by the Engineer in charge will be distributed in duplicate to each person or organization to whom a set of Tender documents has been issued.

Each recipient will retain one copy of each addendum for submission along with his tender and return one singed copy to the Engineer-in-charge shall become part of Tender documents.

36. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER**

The acceptance of Tender will rest with the Owner. The Owner however, does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the Tenders received without assigning any reason whatsoever. The whole work may be split up between two or more contractors or accepted in part and not entirely, if considered expedient.

Tender in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.

Canvassing in connection with tender is strictly prohibited and tenders submitted by the tenderer, who resort to canvassing will be liable to rejection.

37. **Security Deposit**

The person / persons whose tender may be accepted (hereafter called the contractor) shall within 10 days of receipt by him of the notification of the acceptance of the tender, shall submit the security deposit on the accepted value of the Tender to the Vadodara Vadodara Smart city Development Limited.

38. The successful Tenderer shall be required to execute an agreement within 15 days from the date of issue of the notice of acceptance of tender. In the event of failure on the part of the successful tenderers to sign the agreement within the above stipulated period, the earnest money or his initial security deposit shall be forfeited and the acceptance of the tender shall be considered as cancelled.

In the event of progress of work by the contractor, without executing the contract agreement, the responsibility with all risk and cost shall be of contractor.

It is responsibility of tenderer to get authorized copy of tender documents, map etc so that during the time of execution of work contractor can proceed with work and all time the details of work is known to the contractor.

39. The approved Vendor list for the Civil/Mechanical/Electrical/Instrumentation and other equipments is available on GWSSB/VSCDL's official website. The Vendor list as available on the date of submission of the BID and in future at the time of approval of QAP, the latest or amended vendor list shall be applicable & considered for executing the job.

VADODARA SMART CITY DEVELOPMENT LIMITED

SECTION – 4

General Conditions Of Contract

GENERAL CONDITIONS OF CONTRACT

DEFINITION OF TERMS :-

In the Contract documents [as hereinafter defined] the following words & expression shall have the meanings hereby assigned to them except where the context otherwise requires :-

1. **"The Owner or Employer",** means Managing Director, Vadodara Smart city Development Limited, which may abbreviated as "VSCDL" and includes the Owner's or Managing Director, VSCDL's authorized representatives or successors.
2. The abbreviation VSCDL wherever used in contract shall mean Vadodara Smart city Development Limited and term shall be used to in place of authorized person or persons who will be operating this contract as VSCDL's representative and will include namely Managing Director, Engineer In charge and Managing Director or their authorized representatives.
3. The **"Engineer In charge",** shall means the Engineer In charge of Vadodara Smart city Development Limited and shall include those who are expressly authorized by him to act on his behalf.
4. The **"Managing Director"**, shall means the Managing Director of Vadodara Smart city Development Limited, who is in charge of the project and shall include those who are expressly authorized him to act for and on his behalf.
5. **"The Contractor"**, means the person or persons, firm or Company whose tender has been accepted by the Owner and include the Contractor's legal representatives, his successor and permitted assignees.
6. The term **"Work or Works"** of the contract shall mean all of the various classes of works to be executed in accordance with the contract, whether temporary or permanent, and include all labour and material, machinery, instruments, construction equipment, plant, plant operation and maintenance, all tools and all other items required for the completion of the construction. It shall also mean the place of working, where the context so includes.
7. **"Contract"**, shall mean the Agreement between the VSCDL and the contractor for the execution of works including therein all contract documents like Condition of Contract,

Specification, Drawings, Prices Bill, Schedule of quantities, Schedule of rates and prices (if any) and tender.

8. The **"Contract Price"**, means the sum named in the Tender subject to such additional there to or deduction there from as may be under the provisions hereinafter the contained.
9. **"Construction Plant"**, means all machinery, tools, appliances or thing of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things form or forming part to the permanent work.
10. **"Temporary Works"**, means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
11. **"Drawings"**, means the drawings referred to in the Specification and any modification such drawings approved in writing by the Engineer In charge / Managing Director, Consultant and such other drawings, diagrams, or sketches as may from time to time be furnished or approved in writing by the Engineer In charge / Managing Director.
12. **"Site"**, means the land and other places on under in or through which the permanent works are to be executed or carried out & any other land or places provided by the Owner for purpose of the contract.
13. Words importing the singular number only also include the plural and vice versa where the context requires.
14. **"Contract Documents"**, means collectively the Tender documents, Designs, Drawings, Specifications agreed variations if any, contract such other documents constituting the Tender and acceptances thereof.
15. **"The Specification"**, shall mean the various technical specifications attached and referred to in the Tender documents. It shall also include the latest edition of relevant Indian Standard Specification published before entering into contract. Further in absence of any specific reference in I.S.S. the standards and specifications of P.W.D.H.B. or GWSSB as the case may be will be followed as per the consent of Engineer In charge.
16. The **"Tender"**, means the tender submitted by the contractor for acceptances by the Owner.
17. The **"Alternation Order",** means the order given in writing by the Engineer-in-charge to effect to or deleting from and alternations in the works.
18. The **"Completion Certificates"**, shall mean the certificate to be issued by the Engineer In charge, when the works have been completed to his satisfaction.

19. The **"Final certificate"**,, in relation to a work means the certificate to be issued by the Engineer In charge, after the period of liability is over.

20. The **"Period of Liability",** in relation to the work means the specified periods from the date of issue of completion certificate up to the date of issue of the final certificate during defects that may appear in the works.

21. **The bidder shall have to submit resource/activity chart of whole work divided in minimum 10 activities justifying the timely completion of work**. In case the bidder do not submit the schedule of work progress, it is mandatory to follow the progress of work as decided by VSCDL during execution.

22. The Bidders/Bidder must have a Project Manager with not less than 10 (Ten) years experience in managing construction in the field of Civil Engineering works, similar works along with minimum number of engineering, technical and other key personnel with adequate experience in civil engineering work as under:

(1)	Civil Engineers (Degree holders)	2 Nos
(2)	Mechanical Engineers (Degree holders)	1 Nos
(3)	Electrical Engineers (Degree holders)	1 Nos
(4)	Instrumentation Engineers (Degree holders)	1 Nos
(5)	SCADA Monitoring Engineers	4 Nos
(6)	Construction Engineer (Degree holders)	2 nos
(7)	Supervisors (Diploma holders)	10 Nos
(8)	Technical Assistants (Diploma / ITI)	10 Nos

Note: If sufficient staff does not exist at the time of bidding, an undertaking for employing the necessary staff shall be given by the Bidder.

23. The Contractor shall supply the required drawings during construction stage showing each and every position horizontal, vertical all important ground reference point in latest Auto CAD version along with three hard copies of the same for approval.

24. The contractor shall have to check actual requirement of pipes/material on site, before placing the order for supply. VSCDL will neither be responsible for excess quantity to the actual requirement on site nor delay in the actual supply requirement.

25. Contractor shall give minimum wages as per Govt. Norms to labour and workmen employed by him. If there is any dispute it is contractor's own responsibility.

26. No machinery advance shall be given.

27. A full time qualified graduate Civil Engineer shall be maintained by the contractor on site of work till the completion of the work. In the absence of Engineer, work should not be started. If the absence of Engineer is found on site than Rs.3000 per day penalty shall be imposed.

CLAUSE 1: SECURITY DEPOSIT

Successful Tender whose proposal will be accepted by the VSCDL and who will be referred to as "Contractor" thereafter will have to deposit an amount equal to five percent of the contract price as contractual obligation in the mode and schedule as given below :

Amount of Security Deposit payable by the contractor will be 5% of the contract value. Full amount of S.D. may be paid by the successful Tenderer in one of the following forms:

1. Sum equivalent to 5% of the Contract value with 2% to be paid as Bank Guarantee valid till the completion period & 3% to be deducted from the running bills. Or
2. 5% of the Contract value by demand draft or in the form of bank guarantee of nationalized bank only, valid up to the completion of the contract.

If at all the Contractor opted to do so.

All compensation and other sum of money payable by the contractor to the VSCDL under the terms of this contract may be deducted from or paid by sale of whole or part of security deposit along with deduction from other payments which may be due or which becomes due to be payable to the contractor. Whenever the amount of Security Deposit gets reduced lower than the amount equal to 5% of contract price the contractor shall make it up equal to 5% of the contract price by depositing money within 15 days. If the amount of Security Deposit to be paid in lump sum within the period of 10 days as specified above is not paid tender/ contract already accepted shall be considered as cancelled and legal steps taken against the contractor recovery of the amounts. The security lodged by a contractor shall be refundable after the final bill & also after providing performance bank guarantee bond as per clause 41.

CLAUSE 2 : COMPENSATION OF DELAY AND PENALTY DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date of which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded

with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contract) and the contractor shall pay as compensation and or penalty for delay. Further contractor shall have to ensure good progress during the execution of the work. The work shall be completed stage wise as per the schedule given at the time of tender submission (Refer qualification criteria) before award of the job to contractor, and which will form the part of the contract, failing which intermediate compensation shall be levied. In case contractor have not submitted it is confirmation the schedule of work progress, on part of contractor follow the schedule of work decided by VSCDL.

In the event of the contractor failing to comply with these conditions of Contract is liable to be terminated at any stage and / or an amount equal to one half(0.5%) percent of contract amount of whole work over stipulated time limit shall be levied as a penalty for every week that the delay or penalty provided always that the total amount of compensation to be paid under the provision of this clause shall not exceed 10% of the contract value of the work.

The decision of Engineer In charge will be final for all such delay compensation.

CLAUSE 3 : ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit (Whether paid in one sum or deducted by instalment) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer In charge, on behalf of VSCDL shall have power to adopt any of the following courses as man, deemed best suited to the interest of VSCDL.

a) To rescinded the contract (of which recession notice in writing to the contractor under the hand of the Managing Director shall be conclusive evidence) and in that case, the Security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the VSCDL.

b) To employ labour paid the VSCDL and to supply materials to carry out the work, or any part of the works, debiting the contractor with the cost of the labour and price of materials as to the correctness of which cost and price the certificate of the Engineer In charge shall be final and conclusive against Contractor and crediting him with the value of the work done, in all respect in the manner and at the same rate as if it had been carried out by the contractor under the terms of this contract and in that case the certificates of

the Managing Director as to the value of the work done shall be final and conclusive against the contractor.

c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case, any expenses which may be incurred in excess of the sum which would have been executed by him (as to the amount of which expenses the certificate in writing of the Engineer In charge shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the VSCDL under the contractor or otherwise or from his security deposit or the proceeds of sale thereof, of a sufficient part thereof. In the event of any of the above courses being adopted by the Engineer In charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or prepared any materials, or entered into any engagements, or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case of the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum, for any work therefore actually performed by him under this contract unless and until the Managing Director shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified.

CLAUSE 4 : ACTION WHEN THE PROGRESS OF ANY PARTICULAR PORTION OF THE WORK IS UNSATISFACTORY

If the progress of any particular portion of the work is unsatisfactory the Engineer In charge / Managing Director shall, not withstanding that the general progress of the work is satisfactory in accordance with Clause 2, be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing and the contractor shall have no claim for compensation for any loss sustained by him owing to such action.

CLAUSE 5: CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION, IF ACTION NOT TAKEN UNDER CLAUSE 3 POWER TO TAKE POSSESSION OF OR REQUIRE OF OR SELL CONTRACTOR PLANT AND MATERIAL

In any case in which any of powers conferred upon the Engineer In charge by Clause 3 and 4 hereof shall have become exercisable and the same not have been exercised, the

non-exercise thereof and such powers shall not constitute a waiver of any of the conditions thereof and such powers shall not withstanding be exercisable in any future case of default by the contractor for which by any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer In charge taking action under sub clause (a) or (c) of Clause 3, he may, if he so desires, take possessions of all or any tools, plant, materials and stores in upon the works or the site thereof of belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in the account of the contract rates or in the case of contract rates not beings applicable at current market rates, to be certified by the Managing Director whose certificates thereof shall be final. In the alternative the Engineer In charge may be notice in writing to the contractor of his works foreman or other authorized agent require him to remove such tools plants, materials or stores from his premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer In charge may remove them at the contractor's expense or sell them by auction or private sale at the risk and cost of the contractor in all respect, and the certificate of the Managing Director as to the expense of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 6: FINAL CERTIFICATE

On completion and acceptance of the work by VSCDL the contractor shall be furnished with a certificate by the Engineer In charge of such completion after successful commissioning and after 3 months of trial and run period during which the contractor shall remove all scaffoldings, surplus materials and rubbish and shall have cleaned off the dirt from all wood work doors, windows, walls floor or other parts etc. of any building, in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work, nor until the works shall have been measured by the Engineer In charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer In charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, remove

such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE 7 : PAYMENT ON INTERMEDIATE CERTIFICATE [RUNNING ACCOUNT]TO BE REGARDED AS ADVANCES

No advances or payments shall be made for any work, estimated to cost/less than rupees equal to 5% of contract value, till after the whole work shall have been completed and a certificate of completion is given. But in the case of works estimated to the cost more than rupees 5% of the contract value the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Managing Director whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. However, 5% will not be fixed. VSCDL can pay at reasonable progress as per VSCDL discretion. All such intermediate payment, shall be regarded as payments by way of advance against the final payments only and not as payments, for work actually done and completed, and shall not preclude the Engineer In Charge / Managing Director from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude determine or affect in any way the powers of the Engineer In Charge as to the final settlement and adjustment of the accounts or otherwise, or in any way the powers of the accounts or otherwise, or in any other way very or affect the contract. **The final bill shall be submitted by the contractor within one month of the date fixed for the completion of work, otherwise the Managing Director's certificate of the measurement and of total amount payable for the work shall be final and binding on contractor and all parties.**

Rates of items paid in running bills are for the purpose of advance payment only and may be revised [reduced or increased] in the final bill after final evaluation of the quantity of each item.

CLAUSE 8 : PAYMENT OF REDUCED RATES ON ACCOUNT OF ITEMS OF WORKS NOT ACCEPTED AS COMPLETED TO BE AT THE DISCRETION OF THE MANAGING DIRECTOR.

The rates for several items of works estimated to cost more that Rs. 1,000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Managing Director may make payments on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

CLAUSE 9 : BILLS TO BE ON PRESCRIBED FORM

The contractor shall submit all bills on the prescribed forms. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates herein after proved for such work.

Following documents must be enclosed with the bill otherwise bill will not be accepted. To avoid delay contractor must make sure that required documents are attached with all bill.

1) Hard copy of Bill in triplicate with one soft copy. (C.D)
2) Release note from PMC and or TPI.
3) Photographs of progress of work in hard and soft copy. (C.D)
4) TPI certificate of pipes, valves and flow meter etc. material purchased.
5) Revised updated Bar chart according to actual progress on site.
6) Material testing Certificate (if necessary)

   Additional documents required for Final Bill

7) As built drawing (plan & L.S.) of pipe line

CLAUSE 10: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS, ETC.

The contract shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The contractor shall also confirm exactly full

and faithfully to the designs, and instructions in writing relating to work signed by the Engineer in Charge, VSCDL and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection of such office or on the site of the work during the office hours.

Where the instructions referred to above are not contained in separate letters addressed to the Contractor the same shall be recorded in the work-order book, which shall be maintained and kept on the site of the work. The Contractor shall be required to sign such entries in the work order book in token of having noted the instructions. However, if the Contractor fails to sign the work-order book for any reason whatsoever, the entry of the instructions in the work-order book shall be deemed to be the due notice to him of the said instructions. The work-order book shall be open for inspections to the Contractor on the site of the work during office hours.

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

Dimension and quantities: (1) Drawings (2) Financial Bid of the Tender form (3) Specification and drawings, figured dimensions, unless obviously incorrect, will be followed in preference to scaled dimensions.

Description: (1) Financial Bid of the Tender form (2) Drawings (3) Specifications. In the case of defective description or ambiguity, the Engineer-In-Charge, VSCDL shall be entitled to make corrections and interpretations as necessary to fulfil the plans and specifications.

The contract shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The Contractor shall also confirm exactly full and faithfully to the designs, and instructions in writing relating to work signed by the Managing Director.

And lodge in his office and to which the Contractor shall be entitled to have access for the purpose of inspection of such office or on the site of the work during the office hours and the Contractors shall if he so requires, be entitled at his own expenses to make or

cause to be made copies of the specifications and of all such designs, drawings or instruction aforesaid.

CLAUSE 11 : ALTERATIONS IN SPECIFICATIONS AND DESIGNS NOT TO BE INVALIDATE CONTRACTS. RATES FOR WOKS NOT ENTERED OR SCHEDULE RATE.

The Engineer In charge shall have power to make any alteration in or addition to the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Engineer In charge / Managing Director and such alteration shall not invalidate contract. Any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work.

i. If the additional or alteration work includes any class of work for which no rate is specified in this contract. Then such class or work shall be carried out at market rate or at the rate derived from the item within the contract, which is comparable to the one involving additional or altered class of work. Where there are more than one comparable item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Engineer-In-Charge VSCDL in charge as to the nearest comparable item shall be final and binding on the Contractor.

ii. If the rate cannot be derived in accordance with (1) above such class of works shall be carried out at the rate entered in the Schedule of Rates of the GOG for the year in which the tender was received increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the “Schedule of Rates” of the GOG in the year in which the tender was received. If the Schedule of Rates of the VSCDL does not contain all the items, the percentage increase of the tender shall be calculated considering such items which are included in the “Schedule of Rates” for that year, and for materials consumed on such items, the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R referred to above, instead of the rates stipulated in Financial Bid.

iii. If it is not possible to arrive at the rate from (1) and (2) above, such class of work shall be carried out at the rate decided by the competent authority on the basis of detailed rate analysis after hearing the Contractor before a Committee of Engineer-In-Charge VSCDL.

If the additional or altered in the tender for the work, and if the additional and altered work includes any class of works for which no rate is specified in this contract, then such class of works shall be carried out at the rates entered in the Scheduled Rates or at the calculated rates whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates in ordered to be carried out before the rates are agreed upon then contractors shall within seven days of the date of receipt by him of the order to carry out the work, inform the Managing Director of the rate which he is intention to charge for such class of work, and to arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incurred any expenditure in regard there to before the rates shall have been determined as lastly here in before mentioned then in such cases, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to such date of the determination of the rate as aforesaid according to such rates as shall be fixed by the Managing Director, in the event of a dispute, the decision of the Engineer In charge will be final.

Where however, the work is to be executed according the designs, drawings and specifications recommended ‘ the contractor and accepted by VSCDL, the alteration above referred shall be within the scope of such design, drawings and specifications appended to the tender.

The time limit for completion of works shall be extended in the proportion that the increase in cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Managing Director as such proportion shall be conclusive.

CLAUSE 12 : NO COMPENSATION FOR ALTERATION OR RESTRICTION OF WORK.

If at any time after execution of the contract documents, the Engineer In charge shall, for any reason what so ever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing

of the fact to the contractor, who shall there upon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided here under, the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not have also any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice, the contractor shall be paid for such materials at the rates determined by the Managing Director provided they are not in excess of requirements and are of approved quality and / or shall be compensated for the loss if any, that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Managing Director whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to any compensation on account of labour charge as the Managing Director, whose decision shall be final may consider reasonable. Provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of Managing Director, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

CLAUSE 13 : NO CLAIM TO COMPENSATION ON ACCOUNT OF LOSS DUE TO DELAY IN SUPPLY OF MATERIALS BY THE VSCDL.

The Contractor shall not be entitled to claim any compensation from the VSCDL for the loss suffered by him on account of delay by the VSCDL in the supply of materials entered in the Schedule A, where such delay is caused by

1. Difficulties relating to the supply of Railway wagons

2. Force Majeure

3. Act of God

4. Act of enemies of the State or any other reasonable cause beyond the control of VSCDL.

Under no circumstances whatever shall the Contractor be entitled to any compensation from VSCDL on any account unless the Contractor shall have submitted a claim in writing to the Engineer In charge within one month of the cause of such a claim occurring.

CLAUSE 14 : ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer In charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer In charge to intimate this fact in writing to the contractor and then not with standing the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole of or in part as the case may require, or if he is required, shall remove the material or articles so specified and provided other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer In charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one per cent on the amount of the contract sum for every day not exceeding ten days, during which the failure so continues, and in the event of any such failure as aforesaid the Engineer In charge may rectify or remove and re-execute the work or remove and replace the materials or articles as complained of as the case may be at the risk and expense in all respect of the contractor. If the Engineer In charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix, ttherefore.

However, the Contractor shall be responsible for the normal maintenance of the work till the final bill of the work is prepared by the Departmental Officer.

CLAUSE – 15: WORKS TO BE OPEN TO INSPECTION. CONTRACTOR OR REASONABLE AGENT TO BE PRESENT.

All works under or in course of execution in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer In charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer In charge or his subordinate to visit the works shall have been given to included. In the specification or other documents forming part of the contract referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer In charge as to any matter on which under these conditions he is entitled to be satisfied or which he is entitles require together with carriage, therefore, to and for the work.

The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time of the work or materials, failing this the same may be provided by the Managing Director at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract or from his Security Deposit. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expense of defence of every suit, action or other legal 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 costs which may be awarded in any such suit, action or proceedings to any such persons or which may be with the consent of the contractor be paid in compromising any claim by any such person.

Clause 15A: Employment of a qualified site Engineer by the Contractor.

The Contractor shall employ full-time technically qualified staff during the execution of this work as specified in this tender.

The Engineers so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work. In case the Contractor or partner of the Contractor firm is a Civil Graduate Engineer, Employment of the separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of work on the site.

Clause 15B: Notice to be given before work is covered up

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

Clause 15C: Contractor liable for damage and for imperfections for months after completion certificate

If the Contractor or his workmen, or servant shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed or if any damage shall be done to the work from any cause whatever while it is in progress or if any imperfections become apparent in it within three months from the grant of a certificate of completion, final or otherwise, by the Engineer-In-Charge, VSCDL, the Contractor shall make good the same at his own expenses or in default, the Engineer-In-Charge, VSCDL may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Engineer-In-Charge, VSCDL shall be final) from any sums that may then be due or may thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof or as sufficient portion thereof.

Clause 15D: Force Majeure

Any delays in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damages, if any to the extent such delays or failure of performance is caused by occurrences such as acts of God or the public enemy appropriation or confiscation of facilities by Government authorities act of war, rebellion or subterfuge or fire, flood, explosion, riots or illegal strikers. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of Architect/Purchaser/Client in writing immediately on such occurrences.

Clause 15E: Contractor to supply plant ladders scaffoldings, etc. and is liable for damage arising from non-provision of lights, fencing etc.

The Contractor shall supply at his own cost all materials, (except such special material, if any, as may, in accordance with the contact be supplied from the VSCDL Store) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, shoring, strutting and any temporary works which may be required for the proper execution of the work, whether in the original, altered or sustained form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-In-Charge, VSCDL as to any matter or to which under these conditions he is entitled to be satisfied, or which he is entitled to required together with carriage therefore to and from the work. The Contractor shall also supply without charges the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this, the same may be provided by the Engineer-In-Charge,

VSCDL at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from this security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The Contractor shall provide all necessary fencing and light required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceeding to any such person, or which may, with the consent of the Contractor be paid in compromising any claim by any such persons. Further,

The Contractor to indemnify the VSCDL:

The VSCDL shall not be liable for or in respect of any damages or compensation payable by law in respect or in consequence of any accident of injury to any workman or other person in the employment of the Contractor or his any sub-Contractor and Contractor shall indemnify the VSCDL against such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

Payments of Claims and Damages:

VSCDL have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the VSCDL shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the VSCDL to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary

CLAUSE 16 : SCAFFOLDING, ETC.

The contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connection there with :

(a) Suitable scaffolds shall be provided for workman for all works that can not be safely done from a ladder or by other means.

(b) A Scaffolds shall not be constructed, taken down, or substantially altered except

(I) Under the supervision by competent and responsible persons and

(II) As far as possible by competent workers possessing adequate experience in this kind of work

(c) All scaffolds and appliances connected there with and all ladders shall

(I) be of sound material

(II) be of adequate strength having regard to the loads and strains to which they will be subjected and

(III) be maintained in proper condition.

(d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

(e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.

(f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and ability of the scaffolds.

(g) Scaffolds shall be periodically inspected by a competent person.

(h) Before allowing a scaffold to be used by his workman the contractor shall, whether the scaffolds has been erected by his workman or not take steps to ensure that it complies fully with the regulations herein specified.

(i) Working platforms, gangways and stairways shall

(I) be so constructed that no part thereof can sag unduly or unequally and

(II) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risk of persons tripping or slipping.

(III) Be kept free from any unnecessary obstructions.

(j) In the case of working platforms, gangways, working places and stairways at a height exceeding 5 meters.

(I) Every working platform and every gangway shall be closely boarded unless adequate measure are taken to ensure safety.

(II) Every working platform and gangway, shall have adequate width and

(III) Every working platform, gangway, working place and stairway shall suitably fenced.

(k) Every opening in the floor of a building or a working platform shall, except for the time and to the extent required to allow the access of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.

(l) When persons are employed on a roof where there is a danger of falling from a height exceeding 4 meters, suitable precautions shall be taken to prevent the fall of persons or material.

(m) Suitable precautions shall be taken to prevent being struck by articles which might fall from scaffolds or other working places.

(n) Safe means of access shall be provided to all working platforms and other working places.

(b) <u>SHORING AND STRUTTING IN CASE OF EXCAVATION</u>

All type of shoring and strutting, wherever necessary shall be adopted to withhold the face of earth, so as to avoid the danger of sides to collapse as per the site requirements and directed by Managing Director.

<u>CLAUSE 17 :</u> HOISTING APPLIANCES ETC.

The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him :

a. Hoisting machines and tackle : including their attachments, anchorages and supports, shall

   (I) be of good mechanical construction, sound material and adequate strength and free patent defect; and

   (II) be kept in good repair and in good working order.

b. Every rope used in hoisting or lowering materials or as a means or suspension shall be of suitable quality and adequate strength and free from patent defect.

c. Hoisting machines and tackle shall be examined and adequately tested after erection on the site and be re-examined in position at intervals to be prescribed by VSCDL.

d. Every chain, ring, hook, shackle, swing and pulley block used in hoisting or lowering materials or as means of suspension shall be periodically examined.

e. Every crane driver or hoisting appliance contractor shall be properly qualified.

f. No person who is below the age of 20 years shall be in control of any hoisting machine including any winch or give signals to the contractor.

g. In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.

h. Every hoisting machine and all gear referred to in the preceding regulation be plainly marked with the safe working load.

i. In the case of hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.

j. No part of any hoisting machine or any gear referred to in regulation above shall be loaded beyond the safe working load except of the purpose of testing.

k. Motors, gearings, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.

l. Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accident descent of the load.

m. Adequate precautions shall be taken to reduce to a minimum risk of any part of a suspended load becoming accidentally displaced.

CLAUSE 18 : MEASURES FOR PREVENTION OF FIRE

The Contractors shall not set fire to any standing jungle, trees brushwood or grass without a written permit from the Engineer In charge. When such permit is given and also in all cases when destroying out of a dug up trees, brushwood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

CLAUSE 19 : LIABILITY OF CONTRACTOR FOR ANY DAMAGE DONE IN OR OUTSIDE WORK AREA

Compensation for all damage done intentionally or unintentionally by contractor's laborer whether in or beyond the limits of the work site including any damages caused by the spreading of Fire mentioned in clause 18 shall be estimated by the Managing Director or such other officer as the VSCDL may appoint and the estimates of the VSCDL shall be final and the contractor shall have to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted

By the Engineer In charge from any sums that may be due to or become due from the VSCDL to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of Fire and shall be also pay any damage and cost that may be the court in consequence. However in any case VSCDL cannot be suit under any circumstances.

CLAUSE 20 : WORKS NOT TO BE SUBLET

The contractor shall not be assigned or sublet without approval of the Engineer In charge and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to the adjudicated an insolvent or make any compensation with his creditors or attempt to do so, the Engineer In charge may by notice

in writing, rescind the contract. Also if any bribe, gratuity, gift, loan, prerequisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of or authorized by the VSCDL in any way relating to his office or employment, if any such officer or person shall become in any directly or indirectly interested in the contract, the VSCDL may, by notice in writing rescind the contract.

In the event of a contract being rescinded, the Security Deposit of the contractor shall thereupon stand forfeited and be absolutely at, the disposal of the VSCDL and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

CLAUSE 21: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS.

All sums payable by contractor by way of compensation under any of these conditions shall be considered as reasonable compensation on be applied to the use of the VSCDL without any reference to be actual loss or damage sustained and whether any damages had not been sustained.

CLAUSE 22 : EXECUTION OF WORKS

All works to be executed under the direction and subject to the approval in all respect of the Managing Director for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

CLAUSE 23 : DECISION OF THE VSCDL TO BE FINAL

Except where otherwise specified in the contract and subject to the powers delegated to the Engineer-in-charge by the VSCDL, the decision of the Engineer In charge for the time being shall be final conclusive and binding on all parties to the contract upon all question relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or material used on the work or as to any other question, claim, right, matter or thing whatsoever, in anyway arising out of or relating to the contract designs, drawings, specifications estimates, instructions, orders or these conditions or otherwise concerning the works or the

execution of failure to execute the same, whether arising during the progress of the work or after completion of abandonment thereof.

Clause 23A: Access to the Site

The Contractor shall arrange to construct, maintain and afterwards remove and reinstate any temporary access required for and in connection with execution of the works. Reinstatement shall include restoring the area of the access route to at least the degree of safety, stability, drainage and appearance that existed before the Contractor entered the site.

CLAUSE 24 : WORK ON SUNDAY

No work shall be done on Sunday or Holiday without written permission of Managing Director.

Clause 24A: Employment of female labour

The employment of female labourers on works in the neighbourhood of soldier's barracks should be avoided as far as possible.

CLAUSE 25 : LUMP SUMS IN TENDER

When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question is not in the opinion of the Engineer In charge capable of measurement, the Engineer In charge may at his discretion pay the lump sum amount entered in the contract and the certificate in writing of the Engineer In charge shall be final and conclusive against the contract with regard to any sum or sums payable to him under the provisions of this clause.

CLAUSE 26 : ACTION WHERE NO SPECIFICATIONS ARE AVAILABLE

In the case of work for which there is no such specification, work shall be carried out in accordance with the P.W.D. or I.S.I. specifications and in the event of there being no P.W.D. or I.S.I. specifications the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer In charge.

CLAUSE 27 : DEFINITION OF WORK

The expressions "Work" or "Works" whenever used in these conditions shall unless, there be something in the subject or context repugnant to such construction be constructed to mean the work or the works contracted to the executed under or by virtue

of the contract, where temporary or permanent and whether original altered substituted or additions.

CLAUE 28 : QUERRY FEES AND ROYALTIES, ETC.

All query fee, royalties, octroi dues and ground rent for stacking materials, if any should be paid by the contractor.

CLAUSE 29 {A}: ACCIDENT OR INJURY TO WORKMAN

1. The contractor to Indemnify the VSCDL :

The VSCDL shall not be liable for or in respect of any damages or compensation payable by law in respect or in consequence of any accident of injury to any workman or other person in the employment of the contractor or his any sub-contractor and contractor shall indemnify the VSCDL against such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

2. Payments of Claims and Damages :

VSCDL have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the VSCDL shall be charged to and paid by the contractor and the contractor shall not be at liberty to dispute or question the right of the VSCDL to make such payments not with standing the same may have been made without his consent or authority or in law or otherwise to the contrary.

CLAUSE 29 {B} COMPENSATION UNDER WORKMAN'S COMPENSATION ACT.

The contractor shall be responsible for and shall pay any compensation to his workers payable under the Workman's compensation Act 1923, VII of 1923. herein after called the said Act for injuries caused to the workers. If such compensation is paid by the VSCDL as principle under sub – section (I) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the VSCDL from the contractor under sub – section (2) of the section. Such compensation shall be recovered in the manner laid down in the Clause 29(A) above.

CLAUSE 30 : MEDICAL AID TO LABOUR

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by the VSCDL the same shall be recoverable from the contractor forthwith and be deducted without prejudiced to any other remedy of the VSCDL from any amount due or that may become due to the contractor.

CLAUSE 31 : SAFETY MEASURES

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site, shall maintain the following regulations in connection therewith.

a. The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

b. When work is carried on in proximity to any place where there is a risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

c. Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

CLAUSE 32 : CLAIM FOR QUANTITIES OF WORK ENTERED IN THE TENDER

Quantity shown in the tender are approximate and no claim shall be entertained for quantity of work executed being either more or less than those entered in the tender or estimate.

CLAUSE 33 : NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING THE WORK

No compensation shall be allowed for any delay caused in the starting of the work on account of any problem related to acquisition of land delay in administrative clearance of work. And for any delay in according sanction to estimates.

CLAUSE 34 : CLAIM FOR COMPENSATION FOR DELAYING THE EXECUTION OF WORK

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates ate inclusive for hard or

cracked soil excavation in mud sub-soil water, or water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise specified.

CLAUSE 35 : ENTERING UPON OR COMMENCING ANY PORTION OF WORK

The contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Managing Director or of his sub ordinate in charge of the work. Failing such authority the contractor shall have no claim to ask measurements or payment for work.

CLAUSE 36 : LABOUR LAWS AND SAFETY REGULATIONS

i. No contractors shall employ any person who is under the age of 14 years.

ii. No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Nawar).

iii. No animal suffering from sores, lameness or emaciation or which immature shall be employed on the work.

iv. The Managing Director or his agent is authorized to remove any person or animal found working which does not satisfy those conditions and no responsibility shall be accepted by the VSCDL for any delay caused in the completion of the work by such removal.

v. The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable the dispute shall be referred without delay to the Managing Director, who shall decide the same. The decision of the Managing Director shall be conclusive and binding on the contractor, but such decision shall not in any way affect the condition in the contract regarding the payment to be made by the VSCDL at the sanctioned tender rates.

vi. The Contractor shall provide drinking water facilities to the workers/labourer employed on VSCDL works. Amenities relating to sanitation shall also be provided to the workers/ labourers employed on works (in suburban areas). If the Contractor fails to comply with these provisions, the Engineer-In-Charge, VSCDL shall give notice in writing and if the Contractor shall not provide this facility to the workers/labourers within a period of ten days from the date of the notice in writing, the Engineer-In-Charge, VSCDL shall thereupon make the arrangement for drinking water at the cost of the Contractor.

vii. The Contractor shall provide the amenity of proper shade and shelter to the workers/labourers and their children on VSCDL works as soon as the work starts. If the Contractor fails to provide shade and shelter, then the Engineer-In-Charge, VSCDL shall provide the same at the cost of Contractor.

CLAUSE 37 : METHOD OF PAYMENT

Payment to Contractor shall be done by using cashless transactions by VSCDL, Contractor are required to provide their KYC and other bank details so that necessary payment can be updated on their account. Bidders/Contractors are to maintain cashless transactions with all theire staff's, Engineers, Subcontractors, Vendors etc. They are also to maintain cashless transactions with labourers whether permanent or temporary.

Clause 37-A :

Any sum of money due and payable to the Contractor (including the security deposit returnable to the Contractor) under this Contract shall be appropriated by the VSCDL and shall be set off against any claim of the Contractor with the VSCDL for the payment of a sum of money arising out of or under any other contract made by the Contractor with the VSCDL. When no such amount of the purpose of the recovery from the Contractor against any claim of the VSCDL is available, such a recovery shall be made from the Contractor as arrears of land revenue.

CLAUSE 38 : ACCEPTANCE OF CONDITIONS BEFORE TENDERING THE WORK

Any contractor who does not accept these conditions shall not be allowed to tender for works.

CLAUSE 39 : EMPLOYMENT OF SCARCITY LABOUR

If Government declares a state of scarcity or famine to exist in any situated within 16 kilometres of the work, the piece worker/Contractor shall employ upon such parts of the work as are suitable for unskilled labour, any persons certified to him by the Engineer In Charge, or by any person to whom the Engineer In Charge may have delegated this duty in writing to be in need or relief and shall be bound to pay such persons wages not below the minimum which VSCDL may have fixed in this behalf. Any disputes, which may arise in connection with the implementation of this clause, shall be decided by the Engineer-In-Charge VSCDL whose decision shall be final and binding on the piece worker/Contractor.

CLAUSE 40 : ACTS FOR CONTROLLED PRICE

The price quoted by the contractor shall not in any case exceed the control price if any fixed by government or reasonable price. Which it is permissible for him to charge a private purchase for the same class and description of goods under the provisions of Hoarding or Profiteering prevention ordinance 1943 as amended from time to time if the price quoted exceed the controlled price permissible under Hoarding and profiteering prevention ordinance the contractor shall specifically mention this fact in his tender along with the reasons for quoting such higher price. The purchase at his discretion will in such case exercise the right of revising the price at any stage so as to confirm with the controlled price of the permissible under the Hoarding and Profiteering Prevention ordinance. This discretion will be exercise without prejudice to any other action that may be taken against the contractor. This condition applies to all rules or act for controlled price.

CLAUSE 41 : DEFECT LIABILITY PERIOD

The defect liability period shall be 24 calendar months from the date of final completion and acceptance of work by VSCDL. Contractor shall submit performance guarantee bond of 5% amount of total work for period of Two Years in prescribed format by VSCDL. The bank guarantee of Nationalized bank shall be given for full defect liability period at a time. During defect liability period, Contractor shall make good any defect whatsoever nature observed in different works equipment, or in part of plant or equipment by modifying/replacing/repairing of such defective units or parts there at his own cost within a period of ten days on hearing from owner about such defect during liability period. In case if Contractor's failure to do so, it will be got done by owner and entire cost shall be recovered from Contractor's performance guarantee bond in the form of bank guarantee or other dues with the company.

CLAUSE 42 : ERRORS AND OMMISSIONS

The Contractor should take no advantage of any apparent error or omission in drawings or specifications and the Engineer In Charge should be permitted to make such corrections and interpretations as necessary to fulfill the intent of the plans and specifications. Alterations, omissions or correction in the drawings, diagrams or sketches or specifications shall not constitute a case for a claim of extra payment or extension of time by the Contractor.

CLAUSE 43 : ADDITIONAL SAFETY CODE

The contractor shall provide all necessary safety provisions as indicated in safety code given along with this tender.

CLAUSE 44 : FOSSILS ETC.

All fossils, coins, articles or value of antiquity and structure and other remains or things of geological or archeological interest discovered on the site shall as between the VSCDL and the contractor be deemed to be absolute property of the VSCDL.

CLAUSE 45 : PROGRAMME

The time allowed for execution of works shall be the essence of the contract. The contract period shall commence from date of notice of intimation to proceed. The tenderer at the time of submitting his tender shall indicate to the construction schedule his program of execution of work commence with the total time specified. The contractor shall provide the Engineer-in-charge a detailed program of the time schedule for execution of the works in accordance with the specifications and the completion date, the entire program to be finalized by the contractor, has to confirm the execution period mentioned along with the bill of quantities in the tender documents. The Engineer-in-charge upon scrutiny of such submitted program by contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

CLAUSE 46 : ALTERATION IN SPECIFICATION AND DESIGN AND EXTRA WORK

A) The Engineer-in-charge shall have power to make any alteration in, omission from, addition to, substitution for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of work and the contractor shall be bound to carry out such altered/extra/new items of work in accordance with any instructions which may be given to him in writing signed by Engineer-in-charge and such alteration omission, additions or substitution shall not invalidate contract and any altered, addition or substituted work shall be carried out by the contractor on the same conditions of contract. The time for completion may be extended by Engineer-in-charge as may be considered just and reasonable by him. The rates for such addition, altered or substituted work shall be worked out as under

a) If the rates for addition, altered or substituted work are specified in the contract for work, the contractor is bound to carry out such work at the same rates as specified in the contract.

b) If the rates for additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates of similar items or works in the contract of work. The opinion of Engineer-in-charge as to whether the rates can be reasonably so derived from the item of contract will be final and binding to the contractor.

c) If the rates of altered, addition or substituted work can not be determined as specified in (a) or (b) above, the rates shall be paid as per S.O.R. of VSCDL/GWSSB/PWD in the same of order preference. In absence of S.O.R., rate analysis approved by the Engineer In Charge shall be final.

d) If the rates of altered, addition or substituted work can not be determined as specified in (a) or (b) or (c) above, the contractor shall within seven days of the receipt of order to carry out the work inform the Engineer-in-charge of the rate which he intends to charge for such work supported by rate analysis and the Engineer-in-charge will determine the rate on the basis of prevailing market rates of materials, labour cost at schedule of labour plus 15% thereon as contractor's supervision overhead and profits. The opinion of Engineer-in-charge as to market rate of materials and the quantity of labour involved per unit of measurement will be final and binding on contractor. But under no circumstances, the contractor suspends work on the plea of non settlement of items falling under this clause.

CLAUSE 47 : TESTS FOR QUALITY OF WORK

1. The contractor shall be required to give satisfactory hydraulic test wherever required and shall rectify the defects, if any free of cost. The necessary water, power, labour etc. required for the hydraulic test shall also be arranged by the contractor at his own cost.

2. All workmanship shall be of the best kind described in the contract documents and in accordance with the instructions of Engineer-in-charge and shall be subjected from time to time to such tests at contractor cost as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing of any work or workmanship as may be selected and required by Engineer-in-charge.

3. All tests necessary in connection with the execution of work as decided by Engineer-in-charge shall be carried out at an approval laboratory at contractor's cost.

4. Civil Materials must be tested in GERI.

5. Contractor shall furnish the Engineer-in-charge for approval when requested or if required by the specification, adequate samples of all materials and furnished goods to be used in work sufficiently in advance to permit tests and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per approved samples.

6. 70% of the total Tests to be done is to be carried out on site laboratory if the facilities are available as per Tender terms and conditions, remaining 15% tests is to be carried out at Govt/Semi Govt laboratory and 15% tests is to be carried out at Govt.recognised laboratory.

CLAUSE 48 : PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS

1. All measurements shall be in metric system. All the work in progress will be jointly measured by the representative of Engineer-in-charge and contractor's authorized agent. Such arrangements will be got recorder in the measurements book by the Engineer-in-charge or his authorized representative and signed by the contractor or his authorized representative and signed by the contractor or his authorized agent in token of acceptance. If the contractor or his authorized agent fails to be present whenever required by the Engineer-in-charge for taking measurements for any reasons whatsoever, the measurement will be taken by the Engineer-in-charge or his authorized representative not withstanding the absence of contractor and these measurements will be deemed to be correct and binding on the contractor.

2. Contractor will submit a bill in approved Performa in duplicate to the Engineer-in-charge of the work giving abstract and detail measurements of various items executed during a months as mutually agreed. The Engineer-in-charge shall verify the bill and the claim, as far as admissible.

3. **Payment Condition :-** as per payment terms detailed in tender. **The payment of supply item will be released only after laying and fixing of the same or 50 % of material amount will be paid on submitting insurance as per clause 38 of special condition of contract and third party inspection certificate for the same material supplied at site** under which the owner secure a lieu on these materials and is safeguarded against a losses due to any reasons whatsoever. Recoveries of advance so made would not be postponed till the whole item is completed. They shall be adjusted from his running

account bills for the work done as materials are used. The full deductions being made when the items of work in which they are used are billed when the mode of measurement is not covered by contractor for any item of work it shall be as per the prevailing practice of CPWD manual.

CLAUSE 49 : TAXES, DUTIES ETC.

i. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes such as GST (State & Central), duties and all other applicable taxes etc. not or herein after imposed, increased or modified from time to time in respect of work and materials and all contributions and taxes for unemployment, compensation, insurance and old age pension or annuities now or hereinafter imposed by the central or State Government authorities with respect to or covered by the wages, salaries or other compensation paid to the persons employed by Contractor.

ii. Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labour law or any other law affecting employed-employee relationship.

iii. 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.

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

v. 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 (±) 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.

CLAUSE 50 : SAFETY CODE :

(A) In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provision as per safety code of C.P.W.D. and hand book on construction safety practice SP-70-2001 and building & other construction workers

(Regulation of Employment & Condition of Services) Act 1996. The contractor shall serve and abide by all fire and safety security rules and regulations of the VSCDL.

(**B) First Aid and Injuries**

1. Contractor shall maintain first aid facilities to his employees and those of his sub-contractors.

2. Contractor shall make outside arrangement for ambulance service and for the treatment of injuries. Names of those providing these services shall be furnished to VSCDL prior to start of construction and their telephone numbers shall be prominently displayed in contractor's field office.

3. All critical injuries shall be reported promptly to VSCDL and copy of contractors report covering each personal injury requiring the attention of a physician shall be furnished to VSCDL.

(C) Contractor's Barricades

1. Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

a) Excavations

b) Hoisting Areas

c) Areas adjudged hazardous by contractor's or VSCDL's inspectors.

1. VSCDL's existing property subjected to damage by contractor's operations.

2. Rail road unloading spot.

3. Contractor's employees and those of his sub-contractors shall become acquainted with VSCDL's barricading practice and shall respect the provisions thereof.

4. Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red lanterns.

5. Contractor shall have to make all the arrangement to cover and protect the equipments and panels stored at work site or installed and which are likely to be damaged due to this work.

d) Scaffolding

The contractor shall provide suitable scaffolds and working platforms, gangways and stairways as per the conditions laid down in the general conditions of the contract.

(e) Excavation and Trenching

1. All trenches 1.25 m or more in depth, shall at all times be supplied with at least one ladder for each 30 m length or fraction thereof. The ladder shall be extended from the bottom of the trench to at least 1 meter above the surface of the ground. The side of the trench which are 1.5 meter or more in depth shall be stepped back to give suitable slope, or securely held by timer bracing, so as to avoid the danger of sides to collapse.

2. The trenches which are 1.5 meters or more in depth shall be provided with necessary shoring and strutting or timber bracing, so as avoid the danger of sides to collapse and to withhold the face of earth.

3. The excavated material shall not be placed within 1.5 meter of the edge of the trench or half of the trench whichever is more.

4. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting be done.

(f) Demolition

Before any demolition work is commenced also during the process of the work.

1. All roads and open areas adjacent to the work site shall either be closed or suitably protected.

2. No roads cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the contractor shall remain electrically charged.

3. 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.

   All necessary personal safety equipments as considered adequate by the Managing Director should be kept available for the use of persons 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 as per the clause (31) of General Conditions of the Contract. To ensure effectively enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by the welfare officer, Safety Engineer or Managing Director of the VSCDL or their representatives.

4. No roads cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the contractor shall remain electrically charged.

5. 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.

   All necessary personal safety equipments as considered adequate by the Engineer In Charge should be kept available for the use of persons 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 as per the clause of General Conditions of the Contract. To ensure effectively enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall

be opened to inspection by the welfare officer, Safety Engineer or Engineer In Charge of the VSCDL or their representatives.

CLAUSE 51 : LOCAL LABOUR FROM EMPLOYMENT EXCHANGE

The Contractor should, as far as possible, obtain his requirement of labourers, skilled and unskilled from the nearest Employment Exchange so as to utilize the local employment potential. If there are no local Employment Exchange or such exchanges are not able to provide the required labourers locally, suitable labourers should be utilize to the maximum extent possible.

CLAUSE 52 : FAIR WAGES

If a Contractor fails to pay within "7" (seven) days to the labourer(s)/ worker(s) the minimum wages prescribed by the Government under the Minimum Wages Act, 1948 as in force from time to time, the Engineer-In-Charge, VSCDL shall be at liberty to deduct the amount payable to the labourer(s)/ worker(s) from his (Contractor's) bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the labourer(s) /worker(s). The Contractor shall not be entitled to any payment or compensation on account of any loss that he (Contractor) may have to incur on account of the action as aforesaid is enforced. Before the action as aforesaid is enforced a notice in writing to the Contractor shall be issued by the Engineer-In-Charge, VSCDL, regarding wages as per Minimum Wages Act in force at the relevant time. If the Contractor does not act as aforesaid within seven days, then the action contemplated as above shall be taken against him/her.

CLAUSE 53 : SHED FOR MATERIALS

The Contractor will have to construct shed for storing materials with locking arrangements. The materials will be taken for use in the presence of the departmental persons. No material will be allowed to be removed from the site of work.

CLAUSE 54 : LIST OF MACHINERY

The Contractor shall also give a list of machinery in his possession and which he proposes to use on the work.

CLAUSE 55 : LOCAL LABOUR ON NORMAL RATES

The Contractor shall have to engage local labour and local persons seeking employment wherever available on normal rates.

CLAUSE 56 : VACCINATION AGAINST SMALL POX/CHOLERA

The Contractor shall employ only such labour that shall produce a valid certificate of having been vaccinated against small-pox/cholera within a period of last three years.

CLAUSE 57 : PURE AND WHOLESOME WATER FOR LABOURERS

The Contractor shall provide an adequate supply of pure and wholesome water for the use of labourers. This provision shall be at the rate of not less than 10 gallons per head; no provision need be made where there is a suitable nallah, river or well within 250 metres of the camp.

(A) The Contractor shall construct trench or semi-permanent latrines for the use of the labourers; such latrines shall be on the scale of not less than 5 per 100 persons in the camp, separate latrines shall be provided for men and women. The labourers may, at their option, be allowed to use either the trench system or the latrine system.

(B) The Contractor shall build a sufficient number of huts on a suitable plot of land for the use of the labourers according to the following specification:

i) Huts of bamboo and grass may be constructed.

ii) A good site shall be selected. High ground, removed from jungle but well provided with trees, shall be chosen wherever it is available. The neighbor hood of tank, jungle, and grasses avoided. Camps should not be established close to large cutting or cuttings of earthwork.

iii) The lines of huts shall have open spaces of at least 4 meters between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.

iv) There should be no overcrowding. Floor space at the rates of 30 square feet per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

(C) The Contractor shall construct a sufficient number of bathing places, every unit of 20 persons being provided with a separate bathing place. Such bathing places should be suitably screened and separate place provided for men and women. Washing places should also be provided for the purpose of washing clothes. Every unit of 30 persons shall have at least one washing place.

(D) The Contractor shall make efficient arrangements for draining away the sullage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause nuisance.

(E) The Contractor shall engage medical officer with a travelling dispensary for a camp containing 500 or more persons if there is no other private dispensary situated within 8 kilometres from the camp.

(F) The Contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the VSCDL Officers. At least one sweeper per 200 persons should be engaged.

(G) The Engineer-In-Charge VSCDL shall be consulted before opening a labour camp and his instructions on matters, such as, the water supply, sanitary convenience, the camp site, accommodation and food supply shall be followed by the Contractor.

a) The authorities in charge of the colonies should get the labourers inoculated against Cholera, and Plague at the time of recruitment if they are not inoculated or vaccinated within 6 months prior to and date of recruitment.

b) When in any labour camp there is an outbreak of an epidemic disease or is threatened with such an outbreak the authorities in charge of the labour camps should ensure that all the inmates of the labour-colonies are inoculated or vaccinated, as the case may be depending on the disease, within 72 hours after the outbreak.

c) The authorities, in charge of the labour colony should arrange to communicate by telegram regarding the outbreak of the epidemic diseases, on the very day of the outbreak to the Engineer-In-Charge VSCDL.

d) When the authorities, in charge of the labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infections or contagious disease, they shall forthwith arrange for the segregation of such persons in isolated huts to be specifically provided for the purpose and also for their treatment.

e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria to the Health Office of the VSCDL and also arrange to institute all necessary anti-malaria measures as may be advised by the Health Officer.

The authorities in charge of the colonies should also arrange to carryout any other measures that may be recommended by the officials of the Health Department necessary to prevent or control the spread of disease.

CLAUSE 58 : NO DISTINCTION BETWEEN HARIJANS AND OTHER WORKERS

The Contractor shall not show any distinction between Harijan and other class of labourers/workers employed to carry out the VSCDL work.

CLAUSE 59 : FENCING AND LIGHTING

The Contractor shall, unless, otherwise specified, be responsible for the proper fencing, lighting, grading and taking of the necessary safety measures for all works comprised in the same may be rendered necessary by reasons of the work for the accommodation of workmen, for passengers or other traffic and of owners and of and occupiers of adjacent property and the public and shall

remain responsible for any accidents that may occur on account of his failure to take proper and timely precautions.

All the arrangements made for fencing and lighting shall be maintained by the Contractor throughout the currency of the contract till the physical taking over the work by Department.

CLAUSE 60 : LIABILITIES FOR ACCIDENTS TO PERSON

Responsibilities and liabilities of the Contractor under Workmen's Compensation Act are given in clause above. In addition following shall also apply:

On the occurrence of an accident, which results in death of workmen employed by the Contractor or which is so serious as is likely to result in depth of any such workmen, the Contractor, shall within 24 hours of happening of such accident(s) intimate in writing, to the Engineer-In-Charge, VSCDL the fact of such accidents(s). The Contractor shall indemnify Government against all loss or damage sustained by the Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as consequences of Government's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident(s)

In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the Contractor or by the principal VSCDL, it shall be lawful for the Engineer-In-Charge, VSCDL to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-In-Charge, VSCDL, be sufficient to meet such a liability. The opinion of the Engineer-In-Charge, VSCDL shall be final in regard to all matters arising under this clause.

CLAUSE 61 : REPORTS REGARDING LABOUR

The Contractor shall submit the following reports to the Engineer-In-Charge, VSCDL:

A daily report in the form as may be prescribed of the strength of labour both skilled and unskilled employed by him on the work(s) . The Contractor shall increase or decrease the strength, both skilled and unskilled, if directed by the Engineer-In-Charge, VSCDL. The submission of such report shall not, however, relieve the Contractor of the responsibilities and duties regarding progress or any other obligation under the Contract. A classified weekly return in the prescribed form of the number of persons employed on the works during the preceding week. A weekly medical report in the report in the prescribed form showing the health of the Contractor's camp, the number of persons ill or incapacitated and the nature of their illness. A

report of any accident, which may have occurred, to be sent within 24 hours of the occurrence. Such other reports as may be prescribed.

CLAUSE 62 : TREASURE TROWEL

In the event of discovery by the Contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones, treasures, coils, antiquities, relic fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be absolute property of the Government and the Contractor shall duly preserve the same to the satisfaction of the Engineer-In-Charge, VSCDL, from time to time, and deliver the same to such persons as the Engineer-In-Charge, VSCDL may appoint.

The Contractor shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things, immediately after the discovery there of and before removal acquaint Engineer-In-Charge, VSCDL with such discovery and carry out these orders for the disposal of the same.

CLAUSE 63: INDEMNITY

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

CLAUSE 64 : INSURANCE AGAINST ACCIDENT ETC. TO WORKMEN

Insurance:

The Contractor shall insure at his cost all his staff and workers against accidents as per the Workmen's Compensation Act. The Contractor shall obtain this policy within 30 days from the date of letter of intent and submit a copy to owner.

Before commencing the execution of the work, the Contractor shall insure all works in progress with an open cover all risk comprehensive insurance policy or any other form of policy as may be applicable for an amount not less than the Contract price against any damages, loss or injury or due to fire, accidents, thefts and all other risks including flood, storm wares, strikes, earth quakes, riots , malicious damage, etc. which may occur to any property (including any employee, agent of Owner or other Contractor) or arising out of the execution of the works or temporary works or in the carrying out of the contract and such policy shall be endorsed in favour of owner and a copy of the policy should be submitted to Owner. All such insurance

policies shall cover a period up to the end of defects liabilities period. The bills of Contractor will be passed for payments only after receipts of such policies. Architect / Owner shall not be liable for only in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract.

Remedy in Contractor's Failure to Insure:

If the Contractors shall fail to effect and keep in force the insurance (third party accident or injury to workman, insurance against accident, etc. to workmen) hereof or any other insurance which he may be required to effect under the terms of contract, the owner may effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the owner as aforesaid from any moneys due or which may become due to the Contractor or recover the same as debt due from the Contractor.

CLAUSE 65: CEMENT REGISTER

A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work will be maintained by the Contractor in the prescribed format (MATERIAL REGISTER FORMAT), which shall invariably be signed daily by the Contractor or his authorised representative in token of its correctness.

CLAUSE 66: SECURED ADVANCE TO CONTRACTOR

Advance against the security of materials brought on the site by the Contractor for use in the work under the contract shall hereafter be referred to as "Secured Advance". It will be given subject to the following conditions:

The Contractor shall sign an indenture in the form approved by the VSCDL, whereby the materials specified therein are hypothecated to the VSCDL. He shall also indemnify the VSCDL against loss causes as a result of his delaying the execution of work, shortage or misuse of materials and the expense of the safe custody and protection of the materials.

Secured advance will be given only on Pipes.

The amount of secured advance shall not exceed 75% of the value of the materials brought on site.

The Engineer in Charge will assess the value of the materials. The valuation made by him shall be final and binding on the Contractor.

Recovery of the secured advance will not be postponed till the entire work under the contract is

completed. The amount of secured advance will be recovered from the Contractor's bills in respect of work in which the materials have been used.

The quantity of the pipes brought to the site by the Contractor shall be not more than 30 days requirement and shall be laid in position within 30 days of supply. For procuring the pipes, the Contractor shall obtain prior approval / consent from VSCDL for the size and quantity to be supplied.

CLAUSE 67: LICENSE FOR CONTRACT LABOUR

Before starting the work, the Contractor will have to obtain the license from the District Assistant Labour Commissioner under the Contract Labour (Regulation and Abolition) Act 1970 and contract number of labourers to be employed on the work and will have to supply two true copies of the said license to the Deputy Executive Engineer before the work is started.

CLAUSE 68: The contractor shall have to check actual requirement of pipes/ Specials/ material on site, before placing the order for supply. VSCDL will neither be responsible for excess quantity to the actual requirement on site nor delay in the actual supply requirement.

The contractor shall have to check actual requirement of pipes on site and demand the central excise exemption certificate in particular format within 5 days of received work order.

CLAUSE 69 : WASHING Facilities

- In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labourer employed therein.
- Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- Such facilities shall be conveniently accessible and shall be kept in clean and hygienic conditions.

CLAUSE 70 : LATRINES AND URINALS

- Where female are employed there shall be at least one latrine for every 25 females.
- Where male's are employed there shall be at least one latrine for every 25 males.

- Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

- Every latrine shall be under cover and so partitioned so as to secure privacy and shall have a proper door and fastenings.

- Construction of latrines : the inside wall shall be constructed of masonry or some suitable heat resisting non absorbent material sand shall be cement washed inside and outside at-least once a year.

- Where workers of both the sexes are employed , there shall be display outside each block of latrine and urinal, 'for men only' and 'for female only'

CLAUSE 71 : WAY LEAVE PERMISSION

The Contractor will be responsible for obtaining way leave permission from authorities such as Railway, National and State Highway, private bodies etc. as necessary for the successful laying of the Pipe Line. Complete liasoning will be carried out by the Contractor, VSCDL will assist them in issuing letter wherever necessary. The Cost of obtaining the permission will be carried out by the Contractor, which will be reimbursed by VSCDL after producing necessary vouchers and supporting documents from the Authorities by the Contractor. No extra charges as incurred by the Contractor including the cost of pursuing the Authorities will be entertained by VSCDL.

CLAUSE 72 : RIGHT OF USE

VSCDL shall provide ROU (Right of Use) of adequate width for laying of pipeline/Construction of any structure once as per availability. During excavation, laying, back filling, any damages to the hidden object beneath the earth like pipelines, cables etc. shall be the responsibility of contractor. The contractor has to rectify the same without any financial implication on VSCDL within stipulated time as instructed by EIC. The crop compensation only for single time is the responsibility of VSCDL.

However, if any delay, due to any reasons in contractor's part, if the next crop compensation is required to be paid, it will be the responsibility of the contactor and in event of failure by contractor, to do so, VSCDL shall deduct and recover the same amount from contactors bills.

Any damage in the area beyond the of ROU, will be responsibility of the contractor. After successful completion of the pipeline works like laying, excavation, back filling etc the contractor is also required to level the field where pipelines are laid in original condition with caution.

Further ROU (Right to Use) in terms of length shall be provided as per site availability by VSCDL and it may be in selective available length also. Any demand by the contractor to get continuous length to start the work will not be considered by VSCDL under any circumstances.

CLAUSE 73: LIABILITY OF THE CONTRACTOR IN CASE OF FRAUD, DISHONEST AND FRAUDULENT CONCEALMENT.

Certificate of payment issued by Architect/Owner during the progress of the works or after their completion shall not relieve the Contractor from his liability under all or any of the clause(s) in this contract. In case of fraud, dishonesty or fraudulent concealment relating to the works or material or to any matter dealt in with the certificate and in case of defects and insufficiencies in the works or material which any reasonable examination would not have disclosed the certificate issued by Architect/Owner shall not be considered as a conclusive evidence that any work and material to which it relates or in accordance with the contracted and such a certificate shall be considered to have been obtained by the Contractor by fraud or misrepresentation and it shall be liable to the cancelled or withdrawn.

CLAUSE 74: FORFEITURE/TERMINATION

If the Contractor shall become bankrupt or has received an order made against him through court, receiver or shall present his petition for bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or (other than a corporation) shall go into liquidation (other than a voluntary liquidation) for the purpose of amalgamation and reconstruction or if the Contractor shall assign the whole or reconstruction or if the Contractor shall assign the whole or substantial part of the contract without the prior consent in writing of the owner first obtained or shall have an execution levied or in owner's opinion the Contractor :

Has abandoned the contract or Without reasonable excuse has failed to commence the work or has suspended the progress of the work for ten days after receiving from owner written notice to proceed, or Has failed to remove materials from the site or to pull down and replace work within ten days after receiving from owner written notice that the said work had been condemned and

rejected by Architect/Owner or Is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract; or
Has to be detriment of good workmanship or in defiance of Owner's instructions to the contrary sublet any part of the contract?
The owner may, after giving fourteen days notice in writing to the Contractor, enter the site of the works and expel the Contractor there from without thereby leaving him absolved from his obligations/liabilities and/or liabilities arising from the contract and/or without affecting the right and powers in any manner conferred on the Purchaser or his Architect under this contract.
Consequent to such a situation, owner may himself complete the works or may imply another Contractor(s) to complete the works and the owner or any such other Contractor may use,
for completion of the remaining works, the constructional plant, temporary works, and/or materials brought to site by the Contractor which shall be deemed to have become the property of the Purchaser against money paid/recoverable from the Contractor. Owner may at any point sell any of the said constructional plant, temporary works and materials and use the proceeds of the sales in any manner and/or towards recovery of the determination of contract under the clause, the security deposit and any of the dues of Contractor will stand forfeited.

CLAUSE 75A: VALUATION AT DATE OF FORFEITURE

The owner shall as soon as may be practicable after his entry consequent upon the expulsion of the Contractor fix and determine expert or by or after reference to the parties or after such investigations or inquiries as he may think fit to take or institute and shall certify what amount (if any) which had at the time of such entry and expulsion become reasonably due to the Contractor in respect of work then actually done by him under the contract including the value of any unused or partially used materials, any constructional plant and any temporary works which are taken over by owner under his exclusive rights.

CLAUSE 75 B : PAYMENT AFTER FORFEITURE

If purchaser shall enter and expel the Contractor under this clause, he shall not be able to pay the Contractor any money on account of the contract as determined as per the foregoing Para together with the Contractor other dues until the expiry of the defects liability period and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by Purchaser have been ascertained and the amount thereof certified by the Architect, the Contractor shall than be entitled to receive only such sum of sums, (if any) as owner may certify. But if such amount due from the Contractor exceeds the sum payable to the Contractor, the Contractor shall upon demand pay to Purchaser the amount of such

excess and it shall be deemed as debt due by the Contractor to Purchaser and shall be recoverable accordingly.

CLAUSE 76: IF THE CONTRACTOR DIES

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

CLAUSE 77: INSOLVENCY AND BREACH OF CONTRACT

The VSCDL may at any time, by notice in writing, summarily terminate the contract without compensation to the Contractor in any of the following events:

(a) If the Contractor, a firm or any partner thereof, shall be at the time adjusted insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceedings for composition under any Insolvency Act for the time being in force to make any conveyance or assignment of his assets or enter into any arrangement or composition with his creditors or suspend of payment if the firm is dissolved under the partnership Act.

(b) If the Contractor being a company is wound up voluntarily by the order of a court or receiver, liquidator or Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitled the court or Debenture holders to appoint a receiver liquidator or Manager.

(c) If the Contractor commits any breach of the contract not herein specifically provided any right of action or remedy which shall have occurred or shall occur thereafter and provided also the Contractors be liable to pay the VSCDL for any extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to any gain in repurchase.

Signature of the Contractor with Seal
Date

Signature of the Engineer-In-Charge, VSCDL
Date

LIQUIDATED DAMAGES

1. If the Contractor fails to complete work under contract by the stipulated date, he shall pay liquidated damages of 0.5% of the contract value per week from the date of delaying the said works up to the date of completion and handling over to the VSCDL subject to maximum amount of 10% of the Contract value.

2. Delay requiring payment of 10% liquidated damages of amount put to tender for the performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than rupees 15 Lacs, for performance and registration of the Contractor shall also be kept in abeyance for three years from the date as fixed in all cases.

Signature of the Contractor with Seal
Date

Signature of the Engineer-In-Charge, VSCDL
Date

DEFAULT BY CONTRACTOR

If the Contractor shall neglect or fail to proceed with due diligence or he violates any of the provision of the contract the Engineer-In-Charge, VSCDL shall give the Contractor a notice identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After services of such notice, the Contractor shall not remove any plant, equipment and materials from the site. The VSCDL shall have lien on all such plant, equipment and materials from date of such notice till said deficiency have been corrected as mentioned in the said notice.

If the Contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Engineer-In-Charge, VSCDL on behalf of VSCDL shall terminate the contract in whole. In case, the entire contract is terminated, the amount of security deposit and performance bond if any together with value of the work done but not paid for, shall stand forfeited to the VSCDL. The Plants, equipment and materials held under this clause shall then be at the disposal of the VSCDL to recover the amount equivalent to the liquidated damages and registration of the Contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

The Engineer-In-Charge, VSCDL if necessary shall direct that a part or whole of such plant equipment and materials be removed from the site within a stipulated period. If the Contractor fails to do so the Engineer-In-Charge, VSCDL shall cause them or any part of them to sold holding the net proceeds of such sale to the Contractor. After settlement of accounts, the lien by

the VSCDL of the Contractor's remaining plants, equipment and balances of materials shall be released.

Termination of contract in whole shall be an adequate authority for the Engineer-In-Charge, VSCDL to demand discharge of the obligations from the guarantors of the security for the performance.

Signature of the Contractor with Seal
Date

Signature of the Engineer-In-Charge, VSCDL
Date

VADODARA SMART CITY DEVELOPMENT LIMITED

SECTION – 5

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

GENERAL

(A) Special conditions of contract shall be read in conjunction with General Conditions of Contract Material and job Specifications, Drawings and other documents forming part of this contract.

(B) Now withstanding the sub-division of the documents into the separate sections and volumes every part of each shall be deemed to be supplementary to the complementary of every other part and shall be read and into the contract so far as it may be practicable to do so.

1. All the materials required for the contract should be brought and well preserved well in advance. Samples of the same should be shown and got approved in the very beginning. As soon as material are brought they should be examined, if material is not as per specifications it should be removed from site.

2. EXTRA ITEMS :

   No extra items be paid within the present scope of work with drawings or details,. If however, the tenderer feels that there is any extra item, he may write in his forwarding letter each item, its quantities and cost. For the purpose of comparison and evaluation, this will be considered and award of work may be made or not made considering these. Later on if any change is required by the VSCDL before executing the items, a claim be made by the contractor pointing out the exact extra item as desired by them, total quantity and amount. This item be executed only after written sanction of the VSCDL, if the contractor still claims it as extra item in absence of any such written claims before execution of that item or if such claim is rejected, it will be deemed to be contained in regular items of tender and not an extra one. Rate of extra item, if any, will be settled on the basis of rates tendered by the contractor and VSCDL schedule of rates. Rate analysis will be prepared and after inquiry of labour and materials, the rate shall be decided. This calculated rate will be arrived after due rate analysis by considering market rates of the labour and material with contractor's profit added to such cost thus arrived at. Contractor shall have to produce vouchers to support the rate analysis.

3. Every tender should be accompanied with a time schedule of progress of work at various stages. In case these stages are not followed up, actions as stated in the contract will have to be taken to bring the progress of work as scheduled.

4. The tendered shall have to work as per the time schedule enclosed in the tender. The progress of work will be required every month against target set in time schedule. If it is found inadequate or falling behind, contract shall take all the necessary actions as suggested by the "Managing Director" to accelerate the speed of work and again back the lost time. In case of contractor not complying suggestions and instructions of Managing Director to speed up the work, the VSCDL will have a right to take action as per General Conditions of Contract Clause (2) and (3).

5. SUB-LETTING:

(1) No sub-letting of work

i) No part of the contract nor any share of interest there in shall in any manner or degree be transferred, assigned or sub-let by the contract directly or indirectly to any person, firm or corporation whomsoever except as provided for in the succeeding sub-clause without the consent in writing of the Engineer In charge.

ii) Sub-contract for Temporary Works Etc.

The Engineer In charge may give written consent to sub-contract for the execution of any part of the works at the site, being entered into by the contractor provided each individual sub contract is submitted to the Engineer In charge or his subordinates before being entered into and approved by him.

iii) List of sub-contractors to be supplied::

At the commencement of every month the contractor shall supply to the Managing Director list of sub-contractors or other persons or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contracts of works.

iv) Contractor's Liability not Limited by Sub- Contractors :

Not withstanding any sub-letting with such approval as aforesaid and not withstanding that the Managing Director shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respect as if such sub-letting had not taken place and as if such work had been done directly by the contractor.

v) VSCDL may terminate sub-contracts :

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Managing Director is not in accordance with the contract documents, the VSCDL may be written notice to the contractor require him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub-contract and dismiss the sub-contractors sub the letters shall forthwith leave the works., failing which the VSCDL shall have the right to remove such sub-contractors from the site.

vi) No remedy for action taken under this clause :

No action taken by the VSCDL under the clause shall receive the contractor or any of his liabilities under the contractor or give rise to any right to compensation, extension of time or otherwise, failing which the owner shall have the right to remove such sub-contactors from the site.

6. Inconvenience to the Public :

The contractor shall not deposit materials on any site which will cause seriously inconvenience to the public. The Engineer In Charge may require the contractor to remove any material which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the Contractor's cost.

7. Approach Roads :

Contractors will be permitted to use the existing roads in the areas for the purpose of transporting labourers and materials etc. The VSCDL, however, will not undertake to provide any approach road to the site of works. It shall be entirely the responsibility of the contractor to provide and maintain such temporary roads at his own cost for the purpose of movement of men, materials, and equipment. Layout of such approach roads shall be submitted to the Managing Director for his approval before undertaking the construction of the same.

8. Supply of Materials :

The contractor is required to keep himself in touch with the Managing Director for the day-to-day position of supply of materials to be supplied by owner, so as to adjust the program of work accordingly in advance to avoid his labour remaining idle on account of non-receipt of materials. No claim of extra payment due to or arising form delay in supplying the materials by the Owner shall be

entertained, but a reasonable extension of period of contractor may be considered if found justified. This is specified in clause no. (13) of General Conditions.

9. Electric Power & Water Supply to Contractors:

The contractors shall have to make his own arrangement for electric power supply and water required for all the work, construction, site office and labour camp at his own cost. Contractor shall make arrangement for receiving, storage and distribution of water as per established norms and practice. VSCDL shall not entertain any claim of contractor for delays resulting on account of inadequate or irregular water supply. Certified plumbers should be employed by the contractor on the work for all the temporary sanitary and plumbing works.

10. Contractors Stores &Site Office :

Suitable area near the site of work shall be allocated free of rent to the contractor for storing his equipment plant, materials, etc. and for his site office. If suitable site near site of work is not available, the contractor should prepare its site office away from the site of the work as per the direction of the Managing Director.

The Contractor shall establish an office of not less than 200 sq. ft. size for Engineers of VSCDL and also for PMC, for which land shall be provided by VSCDL. The office shall include three tables, 10 chairs, two steel almirah, sufficient number of display board etc. within 15 days from the date of commencement of the project and the same shall become property of the Contractor on completion of the work. The electrical charges / water charges & all other charges shall be arranged within the area of the package work. Approval shall be taken from Engineer prior to making arrangement of the office. The office shall be functional till work is completed. The Site Office shall be further equipped with Computer, printer of latest configuration and should be also equipped with AC and Internet connection for official use which shall also be accessible by VSCDL and PMC.

If Engineer found that office arranged by the contractor is not being maintained properly then Engineer has right to deduct a reasonable amount from the payment. All necessary documents like Drawings, Tender copy etc. shall be kept at the Site Office.

11. Rates to Include Everything :

The rates quoted in the tender should include all charges for hired, if necessary, of any tools, and plant, temporary plumbing, water connection, maintenance of sanitary and water connection, supply of water, cost of cisterns, overhead storage tanks, sheds for materials, his labour and plant office and staff, charges for getting electric connections and maintaining the same, clearing the site, watering rolling etc as specified. The rates shall be inclusive of duties and / or levied, by the Government or public body or body corporate.

12. Supply of Plant and Equipment Materials and Labour

The contractor shall make his own arrangements to produce all construction plant and equipment for his work. He shall also forward along with tender a list of type and number of the equipment with their capacities in good working condition which he will use at site to ensure completion of the work in specified time.

All materials, construction plants and equipments, etc. once brought by the contractor on the site are not to be removed from there without the written authority from the Managing Director. Also, the contractor shall have adequate stock of spare parts for the equipment on the site and work shall not be delayed on this account. Similarly all enabling work built by the contractor for the main construction undertaken by him are not be dismantled and removed without the written authority from the Managing Director. Thus contractor shall at his own expenses supply and provide all the construction plant, temporary works materials both for temporary and for permanent works, labour (including the supervision thereof), transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.

13. Rubbish and Clearance of Site :

The contractor shall clean away all rubbish, vegetation, roots, sods etc. and dump them in the area indicated by the Managing Director and to his satisfaction. No separate rate shall be allowed for the above. After the work is completed and a group of structures handed over, the contractor shall clear the area surrounding the work of all hutments, temporary structure and excess stores and remnants of building materials such as brickbats, sand, kapachi, timber, steel etc. at no extra cost the VSCDL and land brought to its original conditions.

14. Bench Marks

The contractor shall protect surveyor's bench marks line marks and base line marks from damage of movement during the work.

15. Inspection

The contractors shall inspect the site of work and ascertain site conditions and the nature of soil to be excavated.

16. **Execution of Works** :

The contractor is responsible for the correct execution of his work in accordance with the drawings provided to him and for all mistakes due to working to wrong levels or center lines. When levels, center lines and bench marks of reference have been once given to him by the Engineer In Charge in writing, it is his responsibility to record, protect and maintain the said marks, and to work to the same, and no complains can afterwards be attended to for excess work done inconsequence of such levels not having been kept up and maintained by the Contractor.

17. The contractor shall obtain the permission of the Engineer In Charge before installation of fixed construction machineries, connections from pipelines, locations of temporary buildings including labour camps and storage materials, points of tapping electricity supply of connection. Also the contractor shall not energize any approval of the Engineer In Charge.

18. The work shall be carried out in such a manner as not to interfere with or affect, retard or disturb the progress of other works being executes by other agencies.

19. The contractor shall submit to the Managing Director periodically as required, information regarding the progress of work being carried out by him.

20. The contractor shall provide at his own cost adequate closets and sanitary accommodation for all his workman employed on the site. These shall be in accordance with the rules and regulations of the owner. The lavatories and sanitary accommodation shall be maintained in good sanitary, working and disinfected conditions.

21. The contractor shall not allow any visitors on the works except with the approval of the owner.

22. If the headquarters of the tenderer are elsewhere than in Vadodara, he shall have a duly authorized agent at site from the commencement of work until completion of the building work as specified. Such agent shall be authorized to act on behalf of the contractor, to accept services of notices under the contract and agree to extra, omissions and varied items of work and rates for the same. Such agent shall maintain on his staff a qualified engineer and such other personnel as may be required for the efficient execution of the work. Any notice under the contract shall be deemed to have been serviced on the contractor is served upon such agent. The contractor to carry out any rectification under the terms of the contractor after the work is completed. The contractor shall have the same or another duly authorized are using carried out. This is specified in clause no. (15) of General Conditions.

23. The successful tenderer shall send a duly authorized competent representative at his expenses to meet the Engineer In charge at his office whenever called upon in writing to do so by the Engineer In charge and any instructions, directions or explanations given by the Engineer In charge to such representatives shall be held to have been given to the successful tenderer.

24. The contractor shall afford facilities to the Managing Director for a physical check of such materials in stock in his go-downs or at the site of work, as and when desired by doing so the Managing Director.

25. During the progress of the construction work, if in the drawings, diagrams and the sketches issued if any to the contractor for the purpose of execution of work any omissions or inaccuracies are found by the contractor, he shall bring the same forthwith to the notice of the Managing Director and get them clarified immediately.

26. Cement, Steel, Water-power and other material required for construction shall be produced by contractor from open market. Contractor shall identify potential sources of material and shall make arrangements for adequate and time bound supply of these items. Contractor shall have to get the supply sources and material approved by Engineer In Charge before bringing material to site. No extension of time shall be granted for completion of work on account of delays resulting due to non-availability of material, work, electricity etc. at site.

27. Use of animals is prohibited.

28. Contractor must keep a competent and experienced and qualified Civil Engineer with experience or as directed by the Engineer In charge to get best workmanship and day-to-day progress.

29. All the materials and the workmanship shall be the respective kind described in the contract and in accordance with the Managing Director instructions and shall be subjected from time to time, such tests as the Managing Director may direct. The costs of such tests shall be borne by the contractor. No extra claim will be entertained for the materials, transport, labour, curing, preservation and supply of test samples of interests and size and shape as directed by the Managing Director.

30. The contractor shall maintain an upto date record register of material issued to him, if any. One other register may also be kept showing quantum of work executed day-to-day together with materials particularly Cement used against each item.

31. A work order register which will also be called site instruction book will be kept as site by contractor wherein the day-to-day instruction will be noted down by the Managing Director or his subordinate in charge of work. The violation of the instructions written by the Managing Director or his subordinate in charge of the work will be severely viewed. The obedience and strictly followed up of the instructions will be obligatory on the part of the contractor.

32. The VSCDL shall also deduct from running bills submitted by the contractor an amount equivalent to 2% or as applicable from time to time of the total amount of each of such running bills towards income tax at source under the relevant provisions of Income Tax Act.

33. The contractor shall indemnify the VSCDL and every member and officer and employees of the VSCDL against all the actions, claims, demands, costs and expenses whatsoever arising out of or in connection with the matter referred to in the above clause. The contractor shall be liable to reimburse the VSCDL and keep indemnify the employer in respect of all actions, claims, procedures, demands, cost expenses which the VSCDL may have to incur on account of default of the contractor under the above clause.

34. The VSCDL will be entitled to deduct from the bills to be paid to the contractor any sum or sums payable by the contractors and which sum the VSCDL in required to pay as a principle employer on account of default of the contractor in respect of all liabilities referred to in above clause.

35. Force Majure

If the performance of the agreement arising out of the acceptance of the tenderer, quotation of the tenderer by the VSCDL, is prevented or delayed or interfered with by any act of nature, wars, act of enemy, blockades, embargo, insurrections, riots, political or commotions, strikes, lockouts, acts of Government or other industrial disturbance, explosions or any other cause whether enumerated or otherwise not within the reasonable control of the tenderer or VSCDL, all of which by the exercise of due diligence is unable to foresee or overcome the Tenderer or the VSCDL shall not be held responsible for the non-performance of such agreement or prevention, delay interference or suspension in the performance of such agreement any thereof should bone or both the parties to such agreement be prevented from fulfilling the contractual obligation by a state of force Majure lasting continuously for a period of three months, both the parties shall consult with other regarding the future implementation of such agreement.

For the force Majure that lasts for less than three months, the agreement shall remain as it is and suitable period equipment to time of force Majure shall be added in to total time limit for performance of the contract.

36. Defect Liability Period

From the date of issue of completion and acceptance certificate a period of **Two (2)** years shall be consider as Defect Liability period. Contractors Liability for this period shall be described in Clause 41 of General Conditions of Contract.

37. Sole Arbitrator

Managing Director, VSCDL shall be the sole Arbitrator. For any disputes & differences of any kind arising out of or in connection with the contractor or the carrying out of the works during the progress of the works or after their completion shall be referred to & settled by Managing Director, VSCDL. The decision of Managing Director shall be final & binding to both parties.

38. Insurance (CAR POLICY) : all risk policy

The contractor shall take full responsibility for loss damages and the care plant and works until it is delivered to site, erected, commissioned and taken over by the owner. Without limiting such responsibility, the contractor shall, in the joint names of the contractor and the owner, to protect himself and the interest of the owner, insure the plant and each part thereof for their full value for the Execution period of 36 months (including 3 months trial and run) or until they have been taken over (after execution of work) whichever is higher. The contractor alone has to bear the premium / other expenditure for such insurance. Such insurance shall cover the equipment against loss, damages or destruction by fire, lighting, earthquake, thefts, perils of the sea of by any cause whatsoever, throughout the duration of the contract. The contractor shall deposit the policy or policies and receipts for the premium paid with the owner. All money received under any policy shall be applied in or towards the replacement and repair of the loss or damage. The insurance must include provision for payment of foreign currency as may be necessary in respect of any claim.

The work specified in the Tender for works expires taking into consideration the extension of time, if any, for completion of the work, granted under the relevant clause of the conditions of the contract in cases other than those where such extension as necessitated on account of default of the contractor. The decision of the Engineer In Charge as regards the Operative period of the contract, shall be final and binding on the contractor.

39. VSCDL's Engineer

VSCDL has appointed Tata Consulting Engineers Limited as Project Management Consultants to assist them in verification / checking of the process designs, structural designs and drawings submitted by the contractor for approval and for the project supervision.

On behalf of the VSCDL, the Engineers shall provide supervision during Construction and the inspection of the Equipment to check the quality of the work. The contractor would co-operate with the Consultant during execution and Commissioning parts.

VSCDL will appoint an agency for the third party inspection for this project. The test recommended by M/s. Tata Consulting Engineers Limited and third party

inspection agency during execution shall be carried out by the Contractor without any extra cost to VSCDL.

40. Special Condition

Incase if the place of construction is required to be change by VSCDL, the successful tenderer shall have to execute these works at new place at the same rates and conditions without any cost to VSCDL.

All the testing required to be carried out of any material as specified by VSCDL, PMC or TPI shall be done by the contractor at no extra cost.

VADODARA SMART CITY DEVELOPMENT LIMITED

SECTION – 6

Specifications: Non Technical

1. **ISSUE AND RETURN OF CONTRACT DOCUMENTS**

The original copy of the signed contract documents (including drawings) will be retained by the VSCDL. The Contractor will be furnished with two sets of contract drawings (except ESR's & GSR's Drawings whose Designing is in scope of contractor) and the certified copy of the

accepted tender along with the Work Order free of cost. He will also be issued two sets of working drawings (except ESR's & GSR's Drawings whose Designing is in scope of contractor), free of cost, which will be issued progressively during the execution of the contract. Further copies of the contract drawings and working drawings if required by him shall be supplied at the rate of Rs. 5000 per set of contract drawings and Rs. 400 per working drawings and tender document issued to Contractor shall remain as the property of the VSCDL and hence the Contractor shall have to return the same to the Engineer's Representative not later than the end of the Defect Liability Period.

2. **PROGRESS**

The Contractor shall regularly review his program in the light of the progress actually achieved and shall submit for approval updated PERT/CPM Network and bar charts at intervals to be agreed with the Engineer's Representative. If progress falls behind that needed to ensure timely completion of the various parts of the works, the Contractor shall submit proposals for improving his methods and pace of working to the satisfaction of Engineer's Representative and shall carry out such measures as are needed to ensure that the works are completed on time.

3. **PATENTS, RIGHTS AND ROYALTIES**

The Contractor shall save harmless and indemnify Managing Director VSCDL and of VSCDL and VSCDL from and against all claims and proceedings for or on account of infringement of any patents, rights, design, trade mark or name or other protected rights in respect of any Constructional plant, machine, work or material use for or in connection with the works or temporary works or any of them and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payment or compensation if any for getting stone, sand, gravel, clay or other materials required for the works or temporary works or any of them

4.**PREVENTIVE MEASURES OF POLLUTION**

The Contractor shall ensure that at all times during the construction of the Works All Reasonable precautions are taken to the satisfaction of the Engineer's Representative to prevent pollution of the Site and of the environment. In particular, the Contractor shall prevent pollution arising from the disposal or spillage of sewage, diesel fuel, oil, liquid mud, or from the disturbance of natural dust, aggregate dust or cement dust.

5. **EFFECTS OF WEATHER**

A. The Contractor shall ensure that no damage occurs to the works during construction by arranging adequate protection for excavation or building work against the effects of drought,

sunshine, wind or rainfall (including erosion and flooding). No work shall be performed when in the opinion of the Engineer's Representative such work is liable to be injuriously affected by the weather.

B. The Contractor shall have no claim against the VSCDL on account of loss alleged to have been sustained directly or indirectly by reason of the Engineer's Representative declining to permit such work to start or continue, or ordering any work damaged by the weather to be made good or removed and re-executed.

6. **CLAIMS FOR DAMAGE TO PERSONS OR PROPERTY**

A. Any claim received by the VSCDL or the Engineer's Representative in respect of matters in which the Contractor is required under the Contact to indemnify the VSCDL will be passed to the Contractor who shall likewise inform the VSCDL and an Engineer's Representative of any such claim which is submitted directly to him by a claimant. The Contractor shall do everything necessary, including notifying the insurers of claims received, to ensure that all claims are settled properly and expeditiously and shall keep the VSCDL and the Engineer's Representative informed as to the progress made towards settlement, failing which the VSCDL shall be entitled to make direct payment to claimants of all outstanding amounts due to them in the VSCDL's opinion and without prejudice to any other method of recovery to deduct by way of offset the amounts so paid from any sums due or which become due from the VSCDL to the Contractor.

B. If the Contractor receives a claim, which he considers to be in respect of matters in Which he is indemnified by the VSCDL under the Contract, he shall immediately pass such claims to the VSCDL.

C. Contractor will be solely responsible for any loss to life or limbs of workmen or the public arising out of inadequate protective and/or safety measures taken by Contractor and irrespective of whether or not Engineer has ordered Contractor to take protective and safety measures.

7.ASSISTANCE OF THE ENGINEER'S STAFF

A. The Contractor shall provide all necessary assistance to the Engineer's Representative and his staff in carrying out their duties of checking the setting out, inspecting and measuring the work. The Contractor shall provide chairs, staff men, office attendants and labourers as may be needed from time to time by the Engineer's Representative.

B. The Contractor shall provide for the Engineer's Representative and his staff such protective clothing, safety helmets and rubber boots of suitable sizes as may reasonably be required by them. These articles shall remain the property of the Contractor. No separate payment shall be made on this account.

8.PUBLICITY NOTICE BOARD

In addition to Clause above, the Contractor shall provide, maintain and remove at the end of the Defects Liability Period/trial and run period a publicity notice board constructed according to the requirements of the VSCDL.

9.PRODUCTION OF VOUCHERS, ETC.

A. The Contractor shall when required by the Engineer produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional sums.

B. The Contractor shall furnish to the Engineer's Representative such receipts or other vouchers as may be necessary to provide the amounts paid and before ordering materials shall submit to the Engineer quotations for the same for his approval.

10.DAYWORK

In respect of all work executed on a day work basis, the Contractor shall during the continuance of such work deliver each day to the Engineer's Representative an exact list total 4 copies (one for contractor, 2nd for VSCDL, 3rd for PMC and 4th for TPI) of the names, occupations and time of all workmen employed on such work and a statement also 4 copies showing the description and quantity of all materials and plant used thereon or therefore. At the end of each month, the Contractor shall deliver to the Engineer's Representative a priced statement of the labour, materials and plant (accept as aforesaid) used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. The details of work carried out/progress report per day shall be submitted in the following format and shall be signed by Contractor's engineer, VSCDL engineer in charge, PMC engineer in charge and TPI's engineer in charge. Also material register shall be prepared to detail the material receipt, consumption and balance thereof.

DAILY PROGRESS REPORT FORMAT FOR EXECUTION PERIOD

DI Pipes/MDPE Pipes, diameter, Length						
S. No	**Item Description**	**Date of Work**	**Unit of Item**	**Total quantity of Item Completed**	**Difference from previous Day's Total Work**	**Labour used with classification**

					(today's work)	
1.	Procured		Rmt			
2.	Excavation		Cu.m			
3.	Lowering/Laying		Rmt			
4.	Jointing		Rmt			
5.	Finishing		Rmt			
6.	Testing		Rmt			
7.	Fixing of Valves		No			
	Crossing work if any					
8.	Casing Pipe of (by pushing)		Rmt			
9.	Carrier Pipe (by pushing)		Rmt			
10.	Carrier Pipe (by Open Excavation)		Rmt			
11.	Obtaining approval and construction of Other structures including valves chambers, thrust blocks, necessary valves, etc. complete					
	Construction of Valve Chambers					
12	M15		Cu.m			
13	Brick Work		Cu.m			
14	Plaster		Sqm			
15	Coping		Cu.m			
16	M20 Precast Slab		Cu.m			
17	Encasing if required		Rmt			
18	Commissioning		Rmt			
	Prepared and authorized by		Checked by	Checked by	Checked by	
			VSCDL Engineer	PMC Engineer	TPI's Engineer	

Domestic flow meters, diameter, Length						
S. No	**Item Description**	**Date of Work**	**Unit of Item**	**Total Quantity of Item Completed**	**Difference from previous Day's Total Work (today's work)**	**Labour Used with classification**
1.	Procured		Nos			
2.	Fixed		Nos			
3.	Tested		Nos			
4.	Testing		Nos			
	Prepared and authorized by		Checked by	Checked by	Checked by	
			VSCDL Engineer	PMC Engineer	TPI's Engineer	
Bulk flow meters, diameter, Length						
S.No	**Item Description**	**Date of Work**	**Unit of Item**	**Total Quantity of Item Completed**	**Difference from previous Day's Total Work (today's work)**	**Labour Used with classification**
1.	Procured		Nos			
2.	Fixed		Nos			
3.	Tested		Nos			
4.	Testing		Nos			
	Prepared and authorized by		Checked by	Checked by	Checked by	
			VSCDL Engineer	PMC Engineer	TPI's Engineer	

Item name and details (size) Construction works, ESR, GSR, Office Building						
S. No	**Item Description**	**Date of Work**	**Unit of Item**	**Total Quantity of Item Completed**	**Difference from previous Days total (today's work)**	**Labour Used with classification**

1.	Excavation		Cu.m			
2.	PCC		Cu.m			
3.	Footing/Raft		Cu.m			
4.	Staging-Column-Beams		Cu.m			
5.	Bottom Slab		Cu.m			
6.	Vertical Wall		Cu.m			
7.	Roof Slab		Cu.m			
8.	Finishing		Sqm			
9.	Piping		Rmt			
10.	Comissioning					
	Prepared and authorized by		Checked by	Checked by	Checked by	
			VSCDL Engineer	PMC Engineer	TPI's Engineer	

FORMAT FOR O and M PERIOD:

Sr. no.	Item details	Ideal value	Observed	Date	Penalty
1	UFW	15%			
2	Quantity of Revenue water				
3	Pressure to be maintained at the measuring points				
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
	9				
	10				
4	Quality of water at the measuring points				
	pH	7 - 8			
	1				
	2				
	3				
	4				

	5				
	6				
	7				
	8				
	9				
	10				
	Turbidity	1 NTU			
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	Chlorides	250 mg/l			
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	residual chlorine	~ 0.2 mg/l			
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	MPN Index	<1			
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
	9				

	10				
6	Customer complaints not Solved	<10			

Note: This is a preliminary format and other items shall be included in the table and details shall be incorporated/improved upon during execution.

MATERIAL REGISTER FORMAT FOR EXECUTION PERIOD:

Material Name and Unit						
S.No	Date of Receipt	Quantity Received	Date of Receipt	Quantity Used	Date of Receipt	Balance Quantity
1						
2						
3						
4						
5						
	Prepared and Authorised By		Checked By	Checked By	Checked by	
	Contractor		VSCDL Engineer	PMC Engineer	TPI's Engineer	

Note: This is a preliminary format and other items shall be included in the table and details shall be incorporated/improved upon during execution. The quantity of steel used shall be measured before use and the receipt of the weight shall be produced along with the material register report.

Provided always that is the Engineer shall consider that for any reason, the sending of such list of statement by the Contractor in accordance with the foregoing provision was impracticable, he shall nevertheless be entitled to authorize payment for such work either as day's work (on being satisfied as to the time employed and plant and materials used on such work), or at such value therefore as shall in his opinion be fair and reasonable.

11.CLAIMS

The Contractor shall send to the Engineer's Representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any additional expense to which the Contractor may consider himself/herself entitled and of all extra or additional work

ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorize payment to be made for any such work notwithstanding the Contractor's failure to comply with this condition if the Contractor has at the earliest practicable opportunity notified the Engineer that he intends to make a claim for such work.

12.ENGINEERS REPRESENTATIVE

Where reference in the Specification is made to the Engineer, the powers as described shall be deemed to be delegated to the Engineer's Representative.

13.SUBSIDENCE OF ROAD

If any subsidence takes place in the filling of road or any part of the work whatsoever during defects liability period from the completion of the contracted work, Contractor shall make good the same at his own cost, or Owner/Engineer may without notice to Contractor make good the same in any and with any material that he may think proper and at the expense of Contractor. Owner/Engineer may also if he anticipates the occurrence of any subsidence,employ watchmen to look after the same unless it has been set right. The expenses of such watchmen shall be charged to Contractor.

14. PAYMENT OF ITEMS AND LUMSUM BASIS

Items to be paid on "Lump sum" basis shall be paid only after these items are accepted by Engineer as 100% complete.

15. TESTING FOR WATER TIGHTNESS

Testing for water tightness of all RCC structure and pipes laid to slopes, after construction, laying and jointing of the pipes and construction of manholes.

16. PRICE BID

Price bid should not contain any condition or enclosures except the quoted price/rate and the total amount for the work.

17.MATERIAL TESTING

Necessary material testing shall be carried out by the Contractor at VSCDL approved laboratory at his own cost as directed by Engineer-in-charge. The contractor has to bear the cost of testing of all and any materials as and when carried out on directions of VSCDL, PMC and TPI.

SECURITY DEPOSIT & PERFORMANCE BOND

The amount of Security Deposit and Performance Bond for the works shall be submitted & refunded as under:

S.NO	DESCRIPTION		REMARKS
1.	5% of Contract Value as Security Deposit	The Security Deposit shall be 5% of the Contract Value by Demand Draft or in the form of Bank Guarantee of Nationalised Bank only, valid upto the end of contract. The Security Deposit shall be released on completion of the work and on receipt of Performance Guarantee Bond of 5% of the Contract Value valid for 24 months.	
2.	5% of Contract Value as Performance Bond as against a DLP of 2 years	Performance Bond Bank Guarantee shall be submitted by the Contractor after completion and handing over of work before the release of Security deposit. The Performance Bank Guarantee shall be valid till 24 months from the date of completion.	

The Defects Liability period shall be as under:

2 years after execution period

NOTE:

1. Contract value covers cost of works to be executed plus the cost of O and M.

2. Completion period = 36 months (EXECUTION PERIOD) including 3 months trial and run.

And thereafter O&M period of 10 years

Signature of the Contractor with Seal Signature of the Engineer In charge, VSCDL

BANK GUARANTEE FORM

Ref. _____

Date _____

FORM OF BID SECURITY (BANK GUARANTEE)

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

KNOW ALL MEN by these presents that We _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called “the Bank”) are bound into _____[Name of VSCDL] (hereinafter called “the VSCDL”) in the sum of _____ for which payment well and truly to be made to the said

VSCDL the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of _____20__.

THE CONDITIONS of this obligation are:

(1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: or

(2) If the Bidder refuses to accept the correction of errors in his Bid;

or

(3) If the Bidder, having been notified of the acceptance of his Bid by the VSCDL during the period of

Bid validity;

(a) fails or refuses to execute the Form of Contract Agreement in accordance with the instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;

We undertake to pay to the VSCDL up to the above amount upon receipt of its first written demand, without the VSCDL having to substantiate its demand.

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders.

Or as the VSCDL may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS_____ SEAL _____

(Signature, Name and Address)

COPIES OF INCOME TAX RETURN FILED

1) Names and style (of the Company, Firm, HUF or Individual) in which the applicant is assessed or assessable to Income tax and the addresses for the purpose of assessment.

2) Names and addresses of all Companies, Firms or Associations or persons in which the applicant is substantially in which the applicant is substantially interested in his individual or fiduciary capacity.

3) The Income-tax Circle/Ward/District in which the applicant is assessed to Income tax.

4) The following particulars are to be furnished concerning the Income-Tax Assessments for the preceding four years:

(a) The total contact amount received during the preceding four accounting years (give date of the closing day of the year being previous year).

(b) Year Total Income Tax demanded, Tax paid, Balance due Tax assessed

Note:

_ Tax in Columns 3 and 4 should include all items viz. Income Tax, Sales Tax, Surcharges, Excess Profit Tax and Port Tax, etc.

_ If any tax remains unpaid, the reasons should be explained in an attached statement.

(c) In case there has been no income-tax assessment in any year, whether returns have been submitted under Section 22 (1) or 22 (2) or tax has been paid in advance under Sections 18 (A) (3) of the Act and if so, the amount of income returned for each year and tax for each of the four years mentioned above and the name of Income-tax Circle/Ward/District concerned where such returns have been paid. Give reasons why the income tax is not assessed.

(d) Whether any attachment or certificate proceeding pending in respect of the arrears.

(e) The name and address of Branch(es), if any.

I declare that the above information is correct and complete to the best of my information and belief.

Signature of the Contactor

Registered No. Signature

Address

Date:

In my opinion, the asessee mentioned above has been doing everything possible to pay the tax demanded promptly and regularly and to facilitate the completion of the pending proceedings. This will remain valid for one year from the date of issue.

Signature of the Income-tax officer

Circle Ward

INCOME TAX CLEARANCE CERTIFICATE

1. Name of style (of the Company,
Firm, HUF or individual) in which
The tenderer is assessed or
Assessable to Income-tax and the
Addresses for the purpose of assessment

2. Name of address of all Companies,
Firms or Associates of persons
In which the applicant is substantially
Interested in his individual
Financial capacity.

3. The Income-Tax Circle/Ward/District
In which the tenderer is assessed to
Income tax.

4. Reference number of the assessment
And assessment year

Signature

Address — Signature of the Firm

1.

Names and private residential — 2.

Addresses of the partners — 3.

Consulting the firm: — 4.

5.

(Bidder to strike out whichever is not applicable)

PERFORMANCE BOND

(The date of this bond must not be prior to the date of the instrument in connection with which it to given)

Principal (Consultancy)

Surety (Bank)
Sum of bond (Express in words and figures)
Contract No. and date of Contract

KNOW ALL MEN BY THESE PRESENTS, THAT WE,
THE PRINCIPALS AND SURVEY
above mentioned are held and firmly bound up to Managing Director, VSCDL, Vadodara, owner of the work of " Work for 24 x 7 Water Supply System under Smart City Mission in ABD area of VMC including Refurbishment of existing network in part area and New Distribution Network in Part area. The works also includes Civil, Electromechanical, Instrumentation, SCADA, Household connections, Consumer water meter fittings and Operation and Maintenance for a period of 10 years ", hereinafter called the "VSCDL" in the amount stated for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of which the aforesaid contact on demand and without demand on a claim being made by the "VSCDL"

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principals herein after called contactor viz. have entered into a contract with the VSCDL numbered and dates as shown above and hereto attached for the execution of work.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the under takings, covenants, terms, conditions and agreements, of said contract during the original terms of the said contract and any extensions thereof, they may be granted by the VSCDL with or without notice to the surety and during the lift of any guarantee required under the contract and shall also well and truly perform, and fulfill all the undertakings, contact, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived or shall pay over, make good and reimburse to the VSCDL all losses and damages which the VSCDL may sustain by reason of failure or default on the part of said principal so to do.

We _____further agree that guarantee herein contained shall remain in full force and affect during the period that would be taken for the validity _____ of the said contract and that it shall continue to be enforceable till all the dues of the VSCDL under or by virtue of the contract have been fully paid and its claims satisfied of discharged or till the VSCDL certifies that the terms and conditions of the contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the

____ we shall be discharged from all liability under this guarantee thereafter.

IN WITNESS WHEREOF the above bounded parties have executed this instrument under their several on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of witness Individual Principal

1.

2.

3.

4.

Affix

By Corporate

Seal

Attested Corporate Surety

Business Address

Affix

By Corporate

Seal

Title

For and on Behalf of VSCDL