



## **REQUEST FOR PROPOSAL**

**DESIGN, CONSTRUCTION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING  
(CIVIL, ELECTRO-MECHANICAL, ELECTRICAL, INSTRUMENTATION & OTHER  
NECESSARY WORKS) OF SEWAGE TREATMENT PLANT (SBR TECHNOLOGY) ALONG  
WITH TERTIARY TREATMENT AND SUPPLY SYSTEM TO BADKAL LAKE WITH 5  
YEARS OPERATION AND MAINTENANCE AT FARIDABAD ON EPC MODEL**

**CITY MISSION (SCM)**

**in**

**FARIDABAD CITY  
(HARYANA, INDIA)**

**(VOL – I)**

**Ref No: FSCL/2018/640**

**Issued on 29/11/2018**

**DNIT Amount: Rs. 26.46 Crores.**

**Employer:** **Faridabad Smart City Limited**  
Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35  
Sector 20A, Behind EF3 Mall  
Near Old Faridabad Metro Station  
Faridabad - 121001  
(Haryana)  
Email : faridabadsmartcitylimited@gmail.com

## **DISCLAIMER**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Faridabad Smart City Limited (here forth referred to as FSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidder (consultant/contractor/developer/Manufacturer/Supplier etc) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

The FSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the FSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Sd/

Chief Executive Officer  
Faridabad Smart City Limited

## **TENDER DOCUMENT FOR THE WORK OF**

**Name of the Work: Design, Construction, Supply, Installation, Testing and Commissioning (Civil, Electro-Mechanical, Electrical, Instrumentation & Other necessary works) of Sewage Treatment Plant (SBR technology) along with tertiary treatment and supply system to Badkal Lake with 5 years Operation and Maintenance at Faridabad on EPC Model**

**INSTRUCTIONS TO BIDDERS AND QUALIFICATION INFORMATION**

**“FORM-B”**

**NIT No: Dated 29.11.2018**

**OFFICE OF THE FARIDABAD SMART CITY LIMITED**

No.FSCL/2018/640

DATED: 29/11/2018

**E-TENDER NOTICE**

Faridabad Smart City Limited (FSCL) invites online tenders for the work mentioned below:-

| Sr No | T No   | Name of Work                                                                                                                                                                                                                                                                                                                      | Estimated Cost of Works | EMD to be deposited by bidder (Rs.) | Tender Document Fee Plus Service Fee in INR | Bid Release time and Date | Last date for online Submission of bids | Tender Open Date    |
|-------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------------|---------------------------------------------|---------------------------|-----------------------------------------|---------------------|
| 1     | 106510 | Design, Construction, Supply, Installation, Testing and Commissioning (Civil, Electro-Mechanical, Electrical, Instrumentation & Other necessary works) of Sewage Treatment Plant (SBR technology) along with tertiary treatment and supply system to Badkal Lake with 5 years Operation and Maintenance at Faridabad on EPC Model | 26.46 Crores            | 52.92 Lakhs                         | 1000+1000                                   | 29/11//18 @ 17:30 hrs     | 26/12/18@ 17:30 hrs                     | 28/12/18 @ 15:30Hrs |

1. Tender will be opened on 28/12/2018 @ 15:30 Hrs
2. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
4. For any other queries, please contact Deputy General Manager, Faridabad Smart City Limited, Faridabad phone no. 91-129-2410086. For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in/>
5. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Section 1. Letter of Invitation-“General Terms and Conditions for e tendering ”.

Deputy General Manager  
Faridabad Smart City Limited  
Faridabad

**Chief Executive Officer  
Faridabad Smart City Limited  
Faridabad [HR]**

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of the work</b>                                    | <b>Design, Construction, Supply, Installation, Testing and Commissioning (Civil, Electro-Mechanical, Electrical, Instrumentation &amp; Other necessary works) of Sewage Treatment Plant (SBR technology) along with tertiary treatment and supply system to Badkal Lake with 5 years Operation and Maintenance at Faridabad on EPC Model</b>                                                                            |
| <b>Probable Amt. of Contract</b>                           | <b>Rs. 26.46 Crores.</b>                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Amount of Earnest Money Deposit(EMD)</b>                | <b>Rs. 52.92 Lakhs shall be deposited in the form given in the ITB. The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope). Original EMD documents shall be submitted along with the Technical Proposal (Envelope A) as per the time and location specified in the Data Sheet.</b> |
| <b>Application Processing Fee (Payable to FSCL)</b>        | <b>1,000 + 1000 (Non Refundable). Document can be downloaded from the web site <a href="https://haryanaeprocurement.gov.in">https://haryanaeprocurement.gov.in</a></b>                                                                                                                                                                                                                                                  |
| <b>Time allowed for completion of work</b>                 | <b>18 (Eighteen) Months including rainy season.</b>                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Date of Tender Release (Online)</b>                     | <b>From 5:30 PM on 29.11.2018,</b>                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Last Date of ONLINE Bid</b>                             | <b>Up to 05:30 PM on 26.12.2018</b>                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Last date of Physical Document</b>                      | <b>UP TO 3:00 PM ON Date: 28.12.2018</b>                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Date of opening of Envelope 'A' &amp; 'B' of tender</b> | <b>Date:28.12.2018 @ 03.30 PM onwards at Office of The Chief Executive Officer, Faridabad Smart City Limited.</b>                                                                                                                                                                                                                                                                                                       |
| <b>Online Financial Bid (Envelope C)</b>                   | <b>To be intimated later.</b>                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Type of Bidder</b>                                      | <b>The bidder / all partner of Consortium must be eligible bidders as per eligibility criteria laid down in RFP.</b>                                                                                                                                                                                                                                                                                                    |
| <b>Type of Tender</b>                                      | <b>Open</b>                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Vender Class</b>                                        | <b>Other</b>                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Type of contract</b>                                    | <b>Engineering Procurement and Construction (EPC),</b>                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Engineer-in charge</b>                                  | <b>Any Officer Not below the rank of Deputy General Manager Appointed by CEO, Faridabad Smart City Limited.</b>                                                                                                                                                                                                                                                                                                         |
| <b>Bid Validity Period</b>                                 | <b>180 days</b>                                                                                                                                                                                                                                                                                                                                                                                                         |

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## SECTION 1: INVITATION FOR TENDERS [IFT]

Faridabad Smart City Limited (FSCL) invites **tenders on Engineering Procurement and Construction (EPC)**, from eligible bidders. **The bidder / all partner of Consortium must meet the eligibility criteria laid down in RFP.** The tender documents can be downloaded from <https://haryanaeprocurement.gov.in> from 04.10.2018, 5.30PM onwards. The last date of tender online submission is on 06.11.2018 up to 5: 30 PM.

### A. Work Details:

| Sr. No. | Name of Construction Work                                                                                                                                                                                                                                                                                                                    | Completion period                                       | Amount of EMD      | Cost of tender document ( Transaction Fee)               |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------|----------------------------------------------------------|
| 1.      | <b>Design, Construction, Supply, Installation, Testing and Commissioning (Civil, Electro-Mechanical, Electrical, Instrumentation &amp; Other necessary works) of Sewage Treatment Plant (SBR technology) along with tertiary treatment and supply system to Badkal Lake with 5 years Operation and Maintenance at Faridabad on EPC Model</b> | 18<br>(Eighteen)<br>Months<br>including rainy<br>season | Rs. 52.92<br>Lakhs | Rs. 1,000/- + Rs. 1000/- as<br>online bid submission fee |

### B. Key Dates:

| S. No. | Stages                                                   | Start Date and Time   |
|--------|----------------------------------------------------------|-----------------------|
| 1      | Online Tender Release                                    | 29.11.2018 @5:30 PM   |
| 2      | Pre Bid Meeting at FSCL Office                           | 07.12.2018 @ 11:00 AM |
| 3      | Last Date of Receipt of Queries                          | 10.12.2018 @ 5.30 PM  |
| 4      | Last Date of Online Bid Submission                       | 26.12.2018 @5:30 PM   |
| 5      | Last Date of Physical document submission at FSCL office | 28.12.2018 @3:00 PM   |
| 6      | Date & time of Opening of Envelope A & B at FSCL office  | 28.12.2018 @03:30 PM  |
| 7      | Online financial bid opening                             | To be intimated later |

- The proposal is available online on <https://haryanaeprocurement.gov.in> from **29/11/2018 (17:30 hrs onward) to 26/12/2018 (up to 17:30 hrs)** for a non-refundable fee as indicated in the Data Sheet as scheduled in General Terms and Condition for E-tendering. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
- For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC). Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <https://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
- Proposal must be submitted online on <https://haryanaeprocurement.gov.in> on or before **17.30 hours on 26/12/2018** and the "Technical proposal" will be **opened online on the 28/12/2018 at 03:30 PM**. The "Financial proposal" shall remain unopened in the e-procurement system until the second public Bid opening for the financial proposal. Any proposal or modifications to proposal received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the Proposal as specified, the Proposal will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of Proposal.
- The bidder shall also submit the Technical proposal in hard bound.
- For any other queries, please contact Deputy General Manager, Faridabad Smart City Limited, Faridabad on phone No.0129 2410086
- For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in>.

Yours sincerely,

**Address: Faridabad Smart City Limited,**  
Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35  
Sector 20A, Behind EF3 Mall, Near Old Faridabad  
Metro Station, Faridabad - 121001(Haryana)  
Ph No. 0129 2410086  
[Email: faridabadsmartcitylimited@gmail.com](mailto:faridabadsmartcitylimited@gmail.com)



## **Eligibility Criteria:**

- 1 This Invitation for Bids is open to all eligible bidders.**
- 2 All bidders shall provide a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.**

## **I General Instructions to the Bidder**

1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another BID either individually or as a member of any Consortium, as the case may be.
2. A Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalized / apostille by appropriate authority notarized in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.
3. The Bidder should submit a Power of Attorney as per the format provided in Annexure - I, authorizing the signatory of the Bid to commit the Bidder.
4. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of any Member, which Member shall thereafter be identified as the Lead Member, in the format at Annexure - K. In case the Bidder is a Consortium, the Bidder shall submit Joint Bidding Agreement in the format at Annexure - J.
5. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
6. Unless otherwise indicated, the bidder means single entity or the consortium formed by the firms.

## **II Guidelines for participation of Consortium :**

- (a) Where consortium bids are allowed, leader and members of consortium should themselves meet the experience criteria covering the respective activities of work to be performed by them on their own and not through any other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration / Sub-contracting. Necessary documentary evidence to this effect should be submitted with techno-commercial bid.
- (b) The members of consortium shall decide the Leader of consortium. The leader of consortium shall have minimum 26% stake in terms of bid value, as reflected in the MOU executed by consortium members. Each member of consortium shall remain jointly and severally liable to FSCL.
- (c) For this purpose the role and scope of work to be performed by the respective consortium members expressed as a percentage of bid value should be indicated in the Memorandum of Understanding (MOU) submitted along with techno-commercial bid as per format provided in the tender.
- (d) The leader of the consortium should confirm unconditional acceptance of primary responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid.
- (e) The Leader of the Consortium can submit the bid on behalf of the Consortium. Memorandum of Understanding (MoU) (as per format enclosed in tender) between the Consortium members duly signed by the authority (ies) as per the note in the MOU format, must accompany the techno-commercial bid.
- (f) The MoU should clearly define the role / scope of work to be performed by each constituent and should clearly define the leader of the Consortium. All the members of the Consortium must resolve and affirm in the MoU that each party shall be jointly and severally liable to FSCL for any and all obligations and responsibility arising out of the Contract and for discharging all obligations under the Contract. MoU signed between the members of the Consortium shall form part of the contract. In case of award of contract, the MoU shall be kept valid through the entire contract period, including extensions, if any. After award of contract, no alterations / modifications would be permitted in the MoU.
- (g) Only that consortium member who has undertaken a particular activity in execution of a contract shall be considered as having technical experience of that particular activity.
- (h) In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortium. In their own interest, the bidders are advised to investigate the capabilities, availability of expertise and resources such as

construction equipment, experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners/members of the consortium.

- (i) In the event that the successful bidders is a consortium formed of two or more companies, the Company requires that the parties to the consortium accept joint and several liability for discharging all obligations under the Contract.
- (j) The tender document can be purchased in the name of Lead member of the consortium.
- (k) The bid shall be signed by all the constituents of the Consortium. Alternatively, the Leader of the Consortium may sign the bid provided a Power of Attorney from each member authorizing the Leader for signing and submission of bid on behalf of individual member must accompany the techno-commercial bid. Other members of the Consortium may participate in techno-contractual discussions and also sign the minutes of such discussions / meetings along with the Leader of the Consortium.
- (l) Leader of the Consortium on behalf of the Consortium shall co-ordinate with FSCL during the period the bid is under evaluation and also during the execution of the contract, if the same is awarded. FSCL shall correspond / communicate only with the leader of a Consortium and like-wise, the leader of the Consortium only should communicate with FSCL on behalf of the Consortium. No cognizance shall be given to communication received directly from other consortium members. The Leader of the Consortium shall also be responsible for resolving dispute / misunderstanding / undefined activities, if any, amongst all the constituents of the Consortium.
- (m) Any correspondence exchanged between FSCL and the Leader of Consortium shall be binding on all the constituents of the Consortium. The Leader of the Consortium should confirm unconditional acceptance of primary responsibility of executing the 'Scope of Work' of the tender. This confirmation should be submitted along with the techno-commercial bid.
- (n) Contract, if awarded, shall be in the name of the Consortium clearly specifying the names of all the constituents and also mentioning that the Consortium is led by which constituent. Accordingly, EMD/Bid Bond and SD/PBG shall be submitted in the name of the Consortium clearly specifying the names of all the constituents along with that of the leader.
- (o) In the event of award of contract to the Consortium, the contract shall be signed by each constituent of the Consortium. Alternatively, the Leader of the Consortium may sign the contract subject to submission of a Power of Attorney (duly notarized) from each constituent authorizing the Leader of the Consortium to sign the contract on behalf of the individual member of the Consortium. Irrespective of whether the Contract is signed by all the constituents of the Consortium or by the Leader of the Consortium, all the constituents of the Consortium shall be jointly and severally responsible for satisfactory execution of the contract.
- (p) Payment for work done under the contract shall be made by FSCL only to the Leader of the Consortium. However, in case payment is to be made directly to each constituent corresponding to their part of the scope of work, the same shall be clearly indicated in the bid along with the constituent-wise details of the price break-up.
- (q) No alteration or modification in the constituents or composition of a Consortium shall be permitted after submission of bid and also after award of the Contract during currency of the contract. A constituent of the Consortium shall be allowed to undertake and carry out only that activity for which that constituent has been evaluated and qualified technically.
- (r) Before forming a Consortium, the individual constituents of the Consortium are advised to investigate the capabilities, availability of expertise and resources such as construction equipment, experienced personnel, financial soundness, past experience and concurrent engagements of the companies with whom they propose to form a Consortium.
- (s) A constituent of the Consortium shall not be permitted to participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender.
- (t) Documents/details pertaining to qualification of bidder as per proforma of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (u) In case of award to the consortium, only the leader of the Consortium shall submit the PBG for the entire requisite amount of the PBG on behalf of the Consortium.

### **III Pre-qualification Criteria:**

- (a) All Contractors/ Bidders shall provide the requisite information accurately and with sufficient details as required in **Section-3: Qualification information**. The bid is open to all Bidders who fulfill the criteria laid down in the NIT.
- (b) **Consortium of Bidders is permitted but should be limited to maximum 3 numbers**. The Main Objective of the Consortium is to allow firms to technically collaborate for executing the various types

of works defined in this tender.

**(c) One of the members of CONSORTIUM shall be nominated as Lead member.**

- (i) To become eligible , bidder must satisfy the following: Criteria
- (ii) Achieved during the last Three (3) financial years (2017-18, 2016-17, 2015-16), an average annual financial turnover of at least Rs. **17.64 Crores**. In case of CONSORTIUM only the **financial reports/information of the lead member will be considered for evaluation. The Consortium Firm's financial information will NOT be considered for evaluation.**
- (iii) The bidder should have been in the business of construction of similar works for at least five years. *(Similar completed works is defined as the works of construction of Sewage Treatment Plant / Common Effluent Treatment Plants / Sewerage Pumping Station / Sewer Pipeline with documentary proof)*
- (iv) The bidder should have constructed at least One Sewerage Treatment Plant (STP) of minimum capacity of 10 MLD in the last 7 years.
- (v) The bidder should have done the Operation and Maintenance (O & M) of at least One Sewerage Treatment Plant (STP) of minimum capacity 10 MLD for the period of not less than 12 months in the last 7 years.
- (vi) The bidder must have completed and commissioned similar nature of works in India for Sewage Treatment Plant/Common Effluent Treatment Plant (CETP)/ Sewerage Pumping Station / Sewer Pipeline on Design Build and Operate basis (DBO) or on Engineering Procurement and Construction (EPC) basis within last 7 (seven) years i.e. from 2011-2012 to 2017-2018 and up-to one month prior to last date of submission of bid of value not less than:  
One Contract of INR 21.168/- Cr  
Or  
Two Contracts of INR 13.23/- Cr Each  
Or  
Three Contracts of INR 10.584/- Cr Each

**a. Note:**

- i. The turnover shall be indexed at the compounded rate of 10 % (Ten percent) for each earlier year.
- ii. The value of completed work shall be updated to the value of current financial year @ compounded rate of 10 % (Ten percent).
- iii. Proof of having successfully completed similar works must be submitted in the form of a completion certificate issued by an officer not below the rank of an executive engineer. This certificate must be in the format appearing in Annexure 4. The completion certificate should clearly indicate the amount of above similar work as a part of completed projects. Experience in Private Sector shall not be considered. Information regarding bidders experience shall cover the works carried out by the applicant in his own name only and not as a sub-contractor.
- iv. The indexing factors for updating the value of works completed in previous years to the current financial year are mentioned as below:

| Financial Year | Indexing Factor |
|----------------|-----------------|
| FY 2017-2018   | 1.0             |
| FY 2016-2017   | 1.1             |
| FY 2015-2016   | 1.21            |
| FY 2014-2015   | 1.33            |
| FY 2013-2014   | 1.46            |

| Financial Year | Indexing Factor |
|----------------|-----------------|
| FY 2012-2013   | 1.61            |
| FY 2011-2012   | 1.77            |

**In addition to the pre-qualification criteria mentioned above the following criteria shall also be satisfied for eligibility of the Bidder:**

1. The bidder / Lead member in case of Consortium should have a bank solvency of **Rs. 2.94 Cr** (t/ execution period in months) X Estimated cost of the work. Where t=2 for estimated cost of work <30Cr., else t=3) issued by any scheduled Bank. The solvency certificate should not be more than twelve months old. The solvency certificate shall be on Banks Letter Head and duly signed by the Banks Designated Authority in Original. The solvency Certificate shall be as per the prescribed format provided in the Annexure 2
2. It is necessary that the bidder should have executed the above work as either main Bidder or CONSORTIUM partner firm.
3. Technology Provider –
  - i) The bidder who does not have experience of SBR based plant must provide the technical tie up documents with SBR Technology Provider along with the bid. The technology provider or its corporate/exclusive partner must have registered company in India.
  - ii) The technology provider should have provided at least one plant of 5 MLD in last 7 years and the same should have been in operation for at least 2 years anywhere in the world.
  - iii) The bidder, who has the experience of providing the SBR based treatment plant must provide the technical tie up agreement with the SBR technology provider once the bid is awarded.
  - iv) Tie-up between bidder and technology provider shall have notarized MOU agreement on Rs 100/- Non Judicial Stamp paper as per ANNEXURE - P
4. The bidder should minimum Net Worth of Rs. 6.615 Cr. (**25% of Estimated Cost**) in the last three consecutive financial years (2017-18, 2016-17 & 2015-16). **A certificate to this effect from a Chartered Accountant shall be provided with Technical bid**
5. Bidders should submit all requisite and necessary details/documents with respect to the eligibility criteria. The said details to be submitted in prescribed forms appended with this tender document. The details of the requisite forms are as under:

|                                                                                            |             |
|--------------------------------------------------------------------------------------------|-------------|
| (i) Qualification Information (For all firms)                                              | Annexure- 1 |
| (ii) Banker's Certificate (Solvency Certificate of the Lead Member only)                   | Annexure-2  |
| (iii) Details of Similar Works executed (For all firms)                                    | Annexure-3  |
| (iv) Details of All works executed during last 5 (Five) years (For all firms)              | Annexure-4  |
| (v) Existing commitments and on-going works (For all firms)                                | Annexure-5  |
| (vi) Information regarding current claims, arbitration & litigation, if any(For all firms) | Annexure-6  |
| (vii) Affidavit of having provided all correct information (For all firms)                 | Annexure-7  |
| (viii) List of Plant & Equipment to be deployed                                            | Annexure- 8 |
| (ix) List of Technical person to be deployed                                               | Annexure-9  |

**Note: All aforesaid Annexure must bear the seal and signature of the Bidder or a duly authorized person.**

1. Bidder must ensure providing complete information in Annexures mentioned above along with their signatures [under seal] wherever required, before submission of tender.
2. Each Bidder must enclose
  - a) Self Certified Copies of Income Tax Returns for the last 5 (Five) years .
  - b) Turnover certificate of Last 5 Years certified by Chartered Accountant in Original.

c) An affidavit that all the information furnished with the pre-qualification document is correct in all respects (Draft format of Affidavit is provided in the tender document).

3. The Lead Member who meets the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the probable amount of estimated cost. The available bid capacity will be calculated as under:

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

Where,

A = Maximum value of all works executed in “ any one financial year” during the last Three years [updated to the price level at the current financial year at the compounded rate of 10% (Ten per cent) a year taking into account the completed as well as work in progress]. This has to be certified by a Chartered Accountant.

N = Number of years prescribed for completion of the works for which tender is invited (period up to 6 months to be taken as half-year and more than 6 months as one year). Any period beyond 12 months, the period actually mentioned in the NIT shall be considered.

M = 2

B = Value of existing commitments and on-going works to be completed during the period of completion of the work for which tender is invited.

4. The Bidder should have valid GST. Copies of latest GST returns filed with Sales Tax Dept. along with a certificate of the Bidder that these returns have been filed with the Sales Tax Dept.
5. The bidder should have valid ESIC registration Certificate. A self certified copy must be submitted.
6. The bidder should be registered with the Commissioner, Provident Fund if he has 10 or more than 10 persons in his employment and should submit copy of the registration along with the Technical bid.. If registration is applicable and bidder is not registered then bidder will submit affidavit to get registered with the Commissioner , Provident Fund before signing the agreement. If the bidder fails to submit the PF registration certificate before signing the agreement, FSCL reserve the right to cancel the bid. In case the bidder has less than 10 persons in his employment, he shall submit an affidavit to this effect in lieu of such registration.
7. Submit the Pre Integrity Pact on Rs. 100 Stamp paper as indicated in Section 9
8. Submit an undertaking that the bidder will be able to invest minimum up to 25% of contract value of work, during implementation of work.
9. Even though the Bidder meets the above qualifying criteria, he is subject to be disqualified if he has;
  - a) Made a misleading or false representation[s] in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements.

And/ Or

- b) A record of poor performance such as Abandoning a work, Poor quality of work, Claim, Litigation History, or Financial failures etc. in any State Govt. organization/services/corporations/local body etc. (by whatever names these are called).

Chief Executive Officer  
Faridabad Smart City Limited  
Faridabad HR

### **General Terms and Conditions for E-tendering:**

1. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. The payment for Tender Document Fee and e-service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or other methods given in ITB . Please refer to „Online Payment Guideline“ available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
4. The undersigned reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
5. If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
6. The offer will remain valid up to 180 days from the due date of submission of tenders.
7. Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months

## **Check List for online submission of Documents**

### **Envelop A (Mandatory documents) :**

1. Letter of EMD
2. Scan copy of EMD receipt / Documents.
3. Scanned Copy of Pre Contract Integrity Pact duly Signed ( On Rs. 100 Non judicial stamp Paper, duly Notarized)

### **Envelop B:**

4. Letter of Technical Bid
5. Power of Attorney on Rs. 100 Stamp Paper authorizing for signing the bid documents
6. Qualification Information (Annexure 1)
7. Copy of ESIC Certificate
8. Copies of latest GST.
9. Copy of registration with Commissioner PF.
10. Affidavit of having provided all correct information (Annexure-7)
11. Information regarding current claims, arbitration & litigation, if any (Annexure-6)
12. Existing commitments and on-going works (Annexure-5)
13. Details of all works executed during last 5 (Five) years (Annexure-4)
14. Details of similar works executed (Annexure-3)
15. Income Tax returns for last 5(Five) Years
16. Bankers Certificate in original on Banks Letter head (Solvency Certificate) (Annexure-2)
17. Duly signed RFP including all corrigendum's and Pre bid responses (if any)

**Section 1a:**

**Letter of EMD – Envelop –‘A’**

To,

**Chief Executive Officer,  
Faridabad Smart City Limited  
Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35  
Sector 20A, Behind EF3 Mall  
Near Old Faridabad Metro Station  
Faridabad - 121001(Haryana)**

**Sub: Design, Construction, Supply, Installation, Testing and Commissioning (Civil, Electro-Mechanical, Electrical, Instrumentation & Other necessary works) of Sewage Treatment Plant (SBR technology) along with tertiary treatment and supply system to Badkal Lake with 5 years Operation and Maintenance at Faridabad on EPC Model**

Dear Sir,

Enclosed please find original EMD document in favour of **Faridabad Smart City Limited** against Earnest Money Deposit for the work mentioned.

Thanking You

Yours Faithfully

For and on behalf

(Seal and Signature of the Authorized Signatory)

Enclosure: AA



**Letter of Technical Bid Envelop –‘B’**

To,

**Chief Executive Officer,  
Faridabad Smart City Limited  
Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35  
Sector 20A, Behind EF3 Mall  
Near Old Faridabad Metro Station  
Faridabad - 121001(Haryana)**

For Bid Invitation No.:

Date: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instruction to Bidders (ITB);
- (b) We offer to execute in conformity with the bidding Documents the following Work/s: **Design, Construction, Supply, Installation, Testing and Commissioning (Civil, Electro-Mechanical, Electrical, Instrumentation & Other necessary works) of Sewage Treatment Plant (SBR technology) along with tertiary treatment and supply system to Badkal Lake with 5 years Operation and Maintenance at Faridabad on EPC Model.** Our bid shall be valid for a period of **180 days** from the bid submission due date in accordance with the bidding documents, and it shall remain binding up on us and may be accepted at any time before the expiration of that period;
- (c) **If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;**
- (d) We, including any sub-Bidders or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT;
- (e) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with the ITT,
- (f) Our firm, its affiliates or subsidiaries including any Sub-Bidders or suppliers for any part of the contract, has not been declared ineligible by Government of Haryana (GoH)/ Government of India (GoI) or any of its undertakings/Other Departments any State Government, any public sector unit or any Local Body.
- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) We are not a Government owned entity / we are a Government owned entity, meeting all the requirements of the ITT.

Seal and Signature: .....

Name.....

Signed in the capacity of.....

Duly authorized to sign the Bid for and on behalf of..... Date: .....

## SECTION 2: INSTRUCTIONS TO BIDDERS/Tenderers (ITB/ITT)

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27. Notification of Award and Signing of Agreement

## A. Introduction:

With a view to improve urban centers of India and make them citizen friendly and sustainable, the Government of India through the Union Ministry of Urban Development (MoUD) has initiated the Smart Cities Mission. The program is oriented around urban renewal and retrofitting of 100 cities in India in collaboration with the State Governments and the respective City Authorities.

The method of selection of the cities is through competition wherein the following two stages are already complete:

- Stage I: Shortlisting of cities by States,
- Stage II: The Challenge round for selection

After completion of Stage II, 20 selected Smart Cities were declared in Round 1. Subsequently, 13 cities were selected in Fast Track Round, which included the City of Faridabad.

The Ministry of Urban Development, Government of India vide its memo no. K-15016/157/2015-SC-1 (vol.II) dated 26th May, 2016 directed Government of Haryana to constitute Special Purpose Vehicle (SPV) for Faridabad Smart City Limited. The Special Purpose Vehicle will implement the smart City Proposals prepared by Municipal Corporation, Faridabad and duly approved by MoUD under the smart City Mission of Government of India. Faridabad Smart City Limited was incorporated on Twentieth day of September Two Thousand sixteen under the Companies Act, 2013 and the company is limited by shares.

The Special Purpose Vehicle is constituted for Faridabad Smart City Limited under:

## B. Constitution of Board of Directors:

The Board of Directors of Faridabad Smart City Limited shall comprise of the following members

|   |                                                                        |                                                |
|---|------------------------------------------------------------------------|------------------------------------------------|
| 1 | Principal Secretary to Govt. of Haryana, Urban Local Bodies Department | Chairman                                       |
| 2 | Mission Director, Urban Local Bodies Department                        | Director                                       |
| 3 | Chief Administrator, HUDA                                              | Director                                       |
| 4 | Representative of Govt of India                                        | Director                                       |
| 5 | Chief Executive Officer of SPV                                         | Commissioner, Municipal Corporation, Faridabad |
| 6 | Independent Directors (3 Nos.)                                         | Director                                       |

After selection of Faridabad in the Fast Track Round, the process of implementation has been initiated with the setting up of the SPV – Faridabad Smart City Limited (FSCL). FSCL has appointed (PMC) to Design, Develop, Manage and Implement the Smart City Project under the Smart City Mission.

In order to achieve the vision set out in the Smart City Proposal, the city has identified projects under the two categories of Area Based Development and Pan City Solutions as follows:

**Area Based Development: 3 Modules, 8 Sub Modules consisting of 59 sub-projects with an estimated cost of Rs. 1916 crores.**

**Pan City Solution: 1 Module and 09 Sub-projects with an estimated cost of Rs. 425 crores.**

FSCL is interested in taking up the Design, Construction, Supply, Installation, Testing and Commissioning (Civil, Electro-Mechanical, Electrical, Instrumentation & Other necessary works) of Sewage Treatment Plant (SBR technology) along with tertiary treatment and supply system to Badkal Lake with 5 years Operation and Maintenance at Faridabad on EPC Model. As per the Smart City Proposal, the funding for this project is being sourced from Smart City Mission of Government of India.

FSCL is now inviting eligible bidders for the works “**Design, Construction, Supply, Installation, Testing and Commissioning (Civil, Electro-Mechanical, Electrical, Instrumentation& Other necessary works) of Sewage Treatment Plant (SBR technology) along with tertiary treatment and supply system to Badkal Lake with 5 years Operation and Maintenance at Faridabad on EPC Model**”

The Defect Liability Period (DLP) shall be for a period of two years from the date of **actual completion of the work and trial run of 3 months**. The completion of work shall be reckoned from the date of issue of completion certificate by the FSCL after 3 months successful trial run. The Bidder shall not claim the cost of works/items covered under the DLP.

In case, different works are to be undertaken simultaneously, the bidders shall coordinate the works with other contractor who will be working simultaneously on same site.

## **General**

### **1. Broad Scope of Tender**

The Faridabad Smart City Limited (abbreviated as ‘FSCL’ and Referred to as the ‘Employer’ in these documents) invites Unit Rate Tenders from eligible Bidders for the Works as defined as “**Design, Construction, Supply, Installation, Testing and Commissioning (Civil, Electro-Mechanical, Electrical, Instrumentation& Other necessary works) of Sewage Treatment Plant (SBR technology) along with tertiary treatment and supply system to Badkal Lake with 5 years Operation and Maintenance at Faridabad on EPC Model**” in this document and referred to as "the Works". The scope of work is divided in three categories and accordingly the BOQ is also prepared in three parts viz Part "A", Part "B" and Part "C" as detailed below:

- a. Part "A" - Works requiring survey, investigation, design, supply, construction, commissioning and trial run of complete Sewerage Treatment Plant and Tertiary Treatment Unit with Treated water reservoir and pumping station on turn key basis with defect liability period of 2 years, for which lump sum rate for complete work is to be quoted.
- b. Part "B" - Works required for supply of treated water to Badkal lake, along with DI pipe line with specials including defect liability period of 2 years for which item rate per meter has to be quoted.
- c. Part "C" - Operation and Maintenance of complete project part "A" and part "B" for a period of 60 months after completion of trial run period and commissioning of the plant.

The detailed Scope of Works and the Drawings can be referred at Volume - II and Annexure F of this document.

2. **Eligible Bidders:** shall be as defined in Section 1.
3. **Qualification of the Bidder:** shall be as defined in Section 1.
4. One Tender per Bidder: Each Bidder shall submit only one Tender for the Project. A Bidder who submits or participates in more than one Tender (other than as a Sub Bidder or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Bidder's Participation to be disqualified.
5. **Cost of Tendering:** The Bidder shall bear all Costs associated with the Preparation and Submission of his Tender and the Employer will in no case be Responsible and Liable for those Costs.
6. **Site Visit:** The Bidder, at his own Responsibility and Risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all Information that may be necessary for preparing the Tender and entering into a Contract for construction and execution of the Works. The cost of visiting the site shall be at the Bidder's own expense.

## **Tender Documents**

### **7. Content of Tender Documents**

The Set of Tender Documents shall have all the Sections given in 'Contents' of this document.

### **8. Clarification of Tender Documents**

A prospective Bidder requiring any clarification of the Tender Documents may present himself with his queries in the pre-bid meeting as detailed in the N.I.T. or send the same at the address/email indicated in the bid document so that these may reach the Authority before the date and time mentioned under KEY DATES.

### **9. Amendment of Tender Document**

**9.1. Before the Deadline for Submission of Tenders, the Employer may modify the Tender Document by issuing Addenda.**

**9.2.** Any Addendum thus issued shall be part of the Tender Documents and shall be updated on the website and **NOT** communicated in writing to any purchaser of the Tender Document. To give Prospective Bidders reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer may extend, as necessary, the Deadline for **Submission of Tenders, in accordance with S. No. 16 below.**

#### **C. Preparation of Tenders**

### **10. Documents Comprising the Tender**

Only Technical Proposal shall be submitted both physically (hard Copy) as well as online. **FINANCIAL PROPOSAL SHALL BE SUBMITTED ONLINE ONLY.** The hard Copy of the Tender shall be submitted by the Bidder with Two sealed envelope and shall contain the Documents as follows.

#### **Envelope A:**

**i) Earnest Money Deposit Receipt:** The Bidder shall make the Earnest Money Deposit Rs.. 52.92 Lakhs in favour of Chief Executive Officer, Faridabad Smart City Limited and may be in one of the following forms

- Receipt in challan of cash deposit in the Govt. Treasury in Haryana.
- Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.
- Indian Post Office/ National Savings Certificate duly endorsed by the competent postal authority in India.
- Bank Guarantee from any scheduled Indian bank, in the format given.
- Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope).

ii) Letter of EMD (As per format on page 18)

iii) Pre Contract Integrity Pact duly signed (On Rs. 100 Non judicial stamp Paper, duly Notarized)

#### **Envelope B:**

i) Letter of Technical Bid (As per format given in Page 19.)

ii) Pre-Qualification Information as per Formats given in Section-1: Pre-qualification document.

iii) Any other information required for completing and submitting the tender by Bidders in accordance with these Instructions.

**The Documents Listed under Sections - 1 shall be filled and submitted in without exception.**

### **11. Tender Prices**

11.1. The Contract shall be for the Whole Works as described in General Scope of Works clause 1.0 and its Sub Clause 1.1.

11.2. The Unit Rate Price shall be inclusive of all taxes including Goods and Service Tax (GST) as applicable by the law The Unit rates quoted by the bidders shall include Goods and Service tax. The quoted rate shall

therefore be including the Goods and Service tax and other taxes & Duties, such as Labour Cess, Royalties, etc. imposed by the Government (State or Central)] and other Levies payable by the Bidder under the contract or for any other cause. FSCL will not be responsible for changes in any of the tax rates.

11.3. The Lump sum Price quoted by the Bidder shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of the General Conditions of Contract.

## **12. Tender Validity**

12.1. Tenders shall remain valid for a period not **less than 180 days** after the Deadline Date for Tender Submission specified in Clause - 16. A Tender valid for a Shorter Period shall be rejected by the Employer as Non Responsive. In Exceptional Circumstances, prior to expiry of the Original Time Limit, the Employer may request that the Bidders may extend the Period of Validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting his Earnest Money Deposit. A Bidder agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a period of the extension, and in compliance with Clause - 13 in all respects.

## **13. Earnest Money Deposit**

13.1. The Bidder shall make the Earnest Money of **deposit of Rs. 52.92 Lakhs** in favour of Chief Executive Officer, Faridabad Smart City Limited and may be in one of the following forms .

- a. Online payment using Debit Card/Net Banking/RTGS/NEFT
- b. Receipt in challan of cash deposit in the Govt. Treasury in Haryana.
- c. Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.
- d. Indian Post Office/ National Savings Certificate duly endorsed by the competent postal authority in India.
- e. Bank Guarantee from any scheduled Indian bank, in the format given.

The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope).

13.2. Any Tender not accompanied by an acceptable Earnest Money Deposit as indicated in Sub Clause 13.1 above shall be rejected by the Employer as Non Responsive.

13.3. The Earnest Money Deposit of unsuccessful Bidders shall be returned within 30 days of the end of the Tender Validity Period specified in Sub Clause 12.1

13.4. The Earnest Money Deposit of successful Bidders shall be returned after production of Performance Security and signing of Agreement

13.5. The Earnest Money Deposit made by a Bidder may be forfeited:

- (a) If the Bidder withdraws the Tender after Tender Opening or during the Period of Tender Validity;
- (b) If the Bidder does not accept the Correction of the Tender Price, pursuant to Clause 23; or
- (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to execute the Agreement with the FSCL for works under this bid.

## **14. Format and signing of Tender:**

14.1. The tendering system for the work comprises three stages

- (i) EMD
- (ii) Technical Bid [Eligibility qualification]
- (iii) Online Financial Bid.

The Bidders are required to submit the online tender and submit hard copy with all required documents in Two Sealed Envelopes – A & B, as detailed above, manually within specified time and date at the address given below.

**Chief Executive Officer,  
Faridabad Smart City Limited**

**Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35**  
**Sector 20A, Behind EF3 Mall**  
**Near Old Faridabad Metro Station**  
**Faridabad - 121001(Haryana)**

14.2. In Stage II [Technical Bid] the Bidder shall prepare the Documents comprising the Tender as described in Clause - 10 of these Instructions to Bidders. Bidders shall attach all Copies of Certificates pertaining to their Eligibility Criteria, Qualification Information Documents and Credit lines / Letter of Credit / Certificates from Scheduled Banks, failing which the Bid shall not be considered.

**14.3. Stage III - SUBMISSION OF ONLINE FINANCIAL BID. (DO NOT SUBMIT FINANCIAL PROPOSAL PHYSICALLY).**

14.4. The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer.

#### **D. Submission of Tenders**

#### **15. Procurement of Tenders**

Tender Documents may be downloaded from the e procurement portal <https://haryanaeprocurement.gov.in> as indicated in the NIT

Bidders shall submit signed, complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be physically (hard Copy) as well as online.

Only the authorized representative of the Bidder shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.

Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

The signed Proposal shall be marked "Original". The scanned Copy shall be made from the signed original and submitted online. If there are discrepancies between the original and the scanned copies submitted online, the tender committee at FSCL shall decide the one prevails.

If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

Bidders are advised to visit the respective site before quoting their rates. Once the bids are accepted, no claim whatsoever will be acceptable.

The data provided in the RFP is tentative and the Contractors are required to verify site for invert levels, rising mains, length and dia of pipe from pumping stations, water table, bearing capacity, Geo Physical condition and other required information required for designing and execution of work before tendering. No payments for design, dewatering, pile foundation, price escalation etc. will be made on this account.

#### **16. Deadline for Submission of the Tenders**

16.1. As per KEY DATES given in tender notice.

16.2. The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause - 9, in which case all Rights and Obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

#### **17. Late Tenders**

17.1. Envelopes 'A & B' received by the Employer after the Deadline prescribed As per **KEY DATES** given in tender notice will **not** be accepted.

#### **E. Tender Opening and Evaluation**

**18. Opening of Envelope 'A' [EMD] and Envelope 'B' of all Tenders and Evaluation to determine Qualified Bidders:-**

- 18.1. The Employer shall open Envelope ‘A’ of all the Tenders received (except those received late), in the presence of the Bidders or their representatives who choose to attend such opening of Envelope ‘A’ of the Tender at 15.30 HOURS ON **28.12.2018** at the office of the Chief Executive Officer, Faridabad Smart City Limited. In the event of the Specified Date of Tender Opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 18.2. The Bidders’ Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), will be announced by the Employer at the opening. Late Submission of EMD will be rejected, unopened (wherever Applicable).
- 18.3. Envelope ‘B’ [Qualification Information] only of those Bidders who have submitted all the documents prescribed in Envelope A and are found in order in all respects shall be opened for technical evaluation.
- 18.4. The Employer shall prepare Minutes of the Tender Opening, including the information disclosed to those present in accordance with Sub Clause - 18.3 (Wherever Applicable).
- 18.5. Online tender of other bidders shall be kept unopened.**
- 18.6. The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause - 2; (b) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 10 and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause – 3 (Section1). The Employer will draw out a List of Qualified Bidders and will intimate these Qualified Bidders.

**19. Opening of online tender of Qualified Bidders and Evaluation.**

- 19.1. The Employer will inform all the qualified Bidders the Time, Date and Venue fixed for the opening of online tender containing the Unit Rate financial offer. The Employer will open the online tender of Qualified Bidders at the Appointed Time and Date in the presence of the Bidders or their Representatives who choose to attend. In the event of the Specified Date of online Tender opening being declared a holiday for the Employer, Online Tender shall be opened at the appointed Time and Location on the next working day.
- 19.2. The Bidders names, the Tender Prices, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.
- 19.3. The Employer shall prepare Minutes of the Online Tender Opening, including the Information disclosed to those present in accordance with Sub Clause - 19.2.

**20. Process to be Confidential**

- 20.1. Information relating to the Examination, Clarification, Evaluation, and Comparison of Tenders and recommendations for the Award of a Contract will not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of Tenders or award decisions may result in the rejection of his Tender.

**21. Clarification of Tenders Clarification of Tenders**

- 21.1. To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Bidder for clarification of his Tender. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause - 24.
- 21.2. Subject to Sub Clause 21.1, no Bidder shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 21.3. Any effort by the Bidder to influence the Employer in the employer’s Tender Evaluation, Tender Comparison or contract award decisions may result in the rejection of the Bidders’ Tender.

**22. Examination of Tenders and Determination of Responsiveness**

- 22.1. Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and (b) is substantially responsive to the requirements of the Tender Documents.



22.2. A Substantially responsive Tender is one which

- Confirms to all the conditions or criteria set in the pre-qualification criteria
- submission of all supporting documents indicated in Section 1,
- EMD, Transaction (Document Fee), Processing Fee, Pre Contract Integrity Pact (in prescribed format) are enclosed,
- All forms and annexures are enclosed.
- Bid Capacity is achieved.
- Terms Conditions and Specifications of the Tender Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender Documents, the Employer's Rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Tenders.

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

### **23. Correction of Errors**

23.1. Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors.

23.2. The amount stated in the Tender will be adjusted by the Employer for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.4 (b).

### **24. Evaluation and Comparison of Tenders**

24.1. The Employer will evaluate and compare only the Tenders determined to be Substantially Responsive in accordance with Clause - 22.

24.2. In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any Correction for Errors pursuant to Clause - 23.

24.3. The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Tender Evaluation.

After Evaluation of the Price Analysis, the Employer may require that the amount of the Performance Security be increased at the expense of the Successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the contract.

### **F. Award of Contract**

#### **25. Award Criteria**

25.1. Subject to Clause-26, the Employer will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the Lowest Evaluated Lump sum Tender Price, provided that such Bidder has been determined to be (a) Eligible in accordance with the Provisions of Clause - 2, and (b) Qualified in accordance with the Provisions of Clause - 3.

#### **26. Employer's Right to accept any Tender and to reject any or All Tenders**

26.1. Notwithstanding Clause - 25, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

## **27. Notification of Award and Signing of Agreement**

27.1. The Bidder whose Tender has been accepted will be notified in writing of the award by the Chief Executive Officer prior to expiration of the Tender validity period. This written communication from the employer to the successful Bidder shall be termed as the "Letter of Acceptance". This Letter (hereinafter called the "Letter of Acceptance") will state the sum that the Chief Executive Officer will pay the Bidder in consideration of the execution and completion of the Works by the Bidder as prescribed by the Contract (herein after and in the Contract called the "Contract Price").

27.2. The Notification of award will constitute the formation of the Contract.

27.3. The Agreement will incorporate all Agreements between the Chief Executive Officer from FSCL and the successful Bidder. It will be kept ready for signature of the successful Bidder in the office of the Chief Executive Officer within 21 days following the notification of award along with the Letter of Acceptance. Within 7 days of Receipt, the successful Bidder will sign the Agreement and deliver it to the Chief Executive Officer, FSCL. The duration of the project will be considered from the date of issue of work order or date stipulated in the work order. The format of agreement as per **Annexure -M**

### SECTION 3: QUALIFICATION INFORMATION

- 1.1. The Bidder shall meet the Pre-qualification Criteria indicated in Section 1.
- 1.2. The Bidder performance for each work completed in the last 3 years and those in hand should be certified by an officer not below the rank of Engineer-In-Charge or equivalent. Details should be furnished in **Annexure-4**.
- 1.3. The Bidder should furnish a legal document in the form of an Affidavit in the Performa appearing in **Annexure-7** guaranteeing the truth and accuracy of all statements and information furnished by the bidder as part of this Tender. The Affidavit shall also authorize FSCL to approach any authority/person to verify the accuracy of the information furnished or enquire about the Bidder competence and his Reputation in general.
- 1.4. Tender submitted by a Bidder, who has been debarred from undertaking any work or has been black-listed by any organization/agency in India as on the date of submission of this tender, shall be summarily rejected.
- 1.5. Bidder should have its own in-house electrical wing fulfilling all the terms & conditions given in the electrical sub heads or can associate any electrical contractor who fulfils the requisite criteria given in the electrical sub heads in the tender document.

**Note:** The Bidder is required to furnish all information in all the FORMS and their appurtenant formats included herein, (duly signed with seal) failing which the tender is liable to be rejected.

**SECTION – 4**

**FORM- B**

**TENDER FOR ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC) CONTRACT**

**(TO BE SUBMITTED ONLINE WITH DIGITAL SIGNATURE)**

I/we hereby tender to execute the whole of the works as described in the scope of services indicated in called works:

- a) **Name of the Work:** “Construction of 10 MLD Sewage Treatment Plant with infrastructure for supply of treated water to Badkal Lake Faridabad on Engineering Procurement and Construction (EPC), including 3 months trial run followed by Operation & Maintenance for 5 years and 2yrs DLP”
- b) **Location Plan and Specifications:** The location plan and specifications as detailed in Section 7: Designs and Specifications and appearing in Annexure F.
- c) **Scope as defined in ITT clause 1 under “General”**

**Price Schedule – A**

**ABSTRACT OF PRICES QUOTED FOR COMPLETE PROJECT (INCLUDING PART “A, PART “B” AND PART “C”**

| S No | Description of work                                                                                                                                                                                    | Rate to be quoted by Bidder for complete work (Rs in INR) |          |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------|
|      |                                                                                                                                                                                                        | In figures                                                | In Words |
| 1    | <b>PART – “A”</b><br>Construction of SBR technology Sewage Treatment Plant 10 MLD capacity and Rapid gravity filter 9 MLD capacity complete with CWR and pumping station as per detailed scope of work |                                                           |          |
| 2    | <b>PART – “B”</b><br>Providing, laying and jointing 350 mm diameter DI pipe line class K-9 with inside cement mortar lining complete for 3800 m length.                                                |                                                           |          |
| 3    | <b>PART - “C”</b><br>Total of Operation and Maintenance cost for complete five years (60 months) as per BOQ Part “C” of this document.                                                                 |                                                           |          |
| 4    | <b>Grand Total for all the Three parts of BOQ (The Total tendered price)</b>                                                                                                                           |                                                           |          |

**BILL OF QUANTITIES – PART “A”**

**WORKS COMING UNDER THE CATEGORY**

**SURVEY, INVESTIGATION, DESIGN, SUPPLY, INSTALLATION, CONSTRUCTION, TRIAL RUN AND COMMISSIONING OF PLANT ON TURN KEY BASIS AS PER SCOPE OF WORK PART “A”**

| S No | Description of work                                                                                                                                                                                                                                                                                                                                                                                                   | Rate to be quoted by Bidder for complete work (Rs in INR) |          |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------|
|      |                                                                                                                                                                                                                                                                                                                                                                                                                       | In figures                                                | In Words |
| 1    | Survey, Investigation, Design, Manufacture, Supply, Erection, Construction, Trial Run for three months and Commissioning of all civil, electrical, mechanical and SCADA works for <b>10 MLD</b> capacity <b>Sequential Batch Reactor</b> Type Sewage Treatment Plant and Rapid Gravity filter 9 MLD capacity with clear water reservoir and pumping station complete on turn-key basis as per detailed scope of work. |                                                           |          |
| 3    | <b>TOTAL PART “A”</b>                                                                                                                                                                                                                                                                                                                                                                                                 |                                                           |          |

**BILL OF QUANTITIES PART "B "**

**Works related to pipe line infra-structure for Supply of Tertiary Treated Water to Badkal lake**

| S. No | Particulars of work                                                                                                                                                                                                                                         | Unit | Quantity | Unit Rate to be quoted by Bidder for each (Rs in INR) |          | Total amount to be quoted by Bidder for complete length (Rs in INR) |          |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|-------------------------------------------------------|----------|---------------------------------------------------------------------|----------|
|       |                                                                                                                                                                                                                                                             |      |          | In Figures                                            | In Words | In Figures                                                          | In Words |
| 1     | Providing, laying and jointing 350 mm diameter DI pipe line class K-9 with inside cement mortar lining complete with all required appurtenances valves earth work in excavation in all sorts of soil complete job including survey investigation design etc | Rmtr | 3800     |                                                       |          |                                                                     |          |

**BILL OF QUANTITIES – PART “C”**

**WORKS COMING UNDER THE CATEGORY “OPERATION & MAINTENANCE FOR 60 MONTHS”**

| S No | Particulars                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Unit | Quantity | Amount quoted by bidder for the year (Rs in INR) |          |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|--------------------------------------------------|----------|
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |          | In figures                                       | In Words |
|      | Operation and Maintenance of complete project including Sewage Treatment Plant, Tertiary treatment Plant and treated water supply system up to Badkal lake complete with all civil mechanical electrical and SCADA related works under Part "A" and Part "B" of Bid document and all project related buildings complete with all required consumables, chemicals, tools and plants but excluding the power charges. The operation and maintenance has strictly to be done as per O & M specifications and related manuals. <b>The payment of O &amp; M charges will be made on monthly basis @ charges quoted for the year divided by 12.</b> |      |          |                                                  |          |
| 1    | During 1st year after completion of trial run period and commissioning of project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Year | 1        |                                                  |          |
| 2    | During 2nd year after completion of trial run period and commissioning of project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Year | 1        |                                                  |          |
| 3    | During 3rd year after completion of trial run period and commissioning of project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Year | 1        |                                                  |          |
| 4    | During 4th year after completion of trial run period and commissioning of project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Year | 1        |                                                  |          |
| 5    | During 5th year after completion of trial run period and commissioning of project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Year | 1        |                                                  |          |
|      | <b>Total Amount quoted for 5 years of O &amp; M</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |          |                                                  |          |

**Note: No escalation of Price shall be considered during the contract period.**

The bids will be evaluated on the basis of amount quoted against “C”: **Grand Total (C) in INR**

**(Lump sum Inclusive of all taxes but excluding Goods and Service Tax (GST))**

Total sum of (In Figures as in “C”) Rs..... (In Words) Rupees  
.....  
.....

And should this tender be accepted, I/we do here by agree and bind myself/ ourselves to abide by and fulfil all the conditions of this Tender Document, in default thereof to forfeit and pay to the **Chief Executive Officer, Faridabad Smart City Limited** the penalties of sums of money mentioned in the said condition.

Dated:

Bidder's Signature

Address ..... Seal

Witness: .....

Address: .....

The above tender is hereby accepted by me on behalf of the Faridabad Smart City Limited.

(Designation)

**SIGNATURE OF AUTHORITY BY WHOM the TENDER IS ACCEPTED**

## **SECTION 4: SCOPE OF WORK**

The scope of the work , specifications and methodology is given in Volume - II



## **SECTION 5: GENERAL CONDITIONS OF CONTRACT (GCC).**

**The GCC applies for entire duration of the contract period (Construction, Operation and Maintenance Period)**

### **1 Security /Retention Money**

#### **a. Performance Security**

The Performance Security equal to 10% of the contract price shall be provided to the Employer not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. In case the time of completion is extended, the validity of performance security shall be correspondingly extended. It carries no interest and is returned to the contractor after the date specified in the contract. The EMD shall be returned at the signing of the agreement only upon receiving upon the Performance Security and signing of the Agreement.

a) An amount equal to 50 % value of the Performance security deposit in the form of Bank Guarantee as above shall be released on successful completion of one calendar year of the Defects Liability Period.

b) Balance amount equal to 50 % value of the Performance security deposit in the form of Bank Guarantee as above shall be released on successful completion of Two Calendar Years of the Defects Liability Period and providing another additional Performance Security in the form of BG of 10% of value of the balance Operation and Maintenance cost.

The BG submitted in lieu of O & M shall be released upon issue of certificate for successful completion of O& M period.

#### **b. Additional Performance Security:**

If the rate quoted by the lowest Bidder (L1) considered to be unbalanced in relation to the Authority's estimated of cost of work to be performed under the contract, the Chief Executive Officer then may require giving the Bidder notice to submit detailed price/ rate analysis of major items of the work. The bidder shall submit the rate analysis within 7 days of such notice so as to demonstrate the internal consistency of these price(s)/rate(s) with his quoted price(s)/rate(s). After revaluation by tender sanctioning authority, Chief Executive Officer may require the Bidder to submit 5 % additional Security over the performance security in the form of B.G., which shall be refunded along with the Second instalment of the normal Security Deposit (After four months of completion of successful operation period of works). In the event, contractor fails to complete the work to the satisfaction of the authority or abandoned the work incomplete, the authority may forfeit this 5 % additional Performance Security Deposit along with performance security and Security deposit & the agreement shall be terminated and action shall be taken accordingly. In case if the lowest Bidder, whose rates quoted, is considered to be unbalanced, does not agree to deposit additional 5 % Security Deposit then his bid may be rejected by the sanctioning authority and earnest money shall be forfeited

#### **c. Retention Money**

The Employer shall retain 5 % (Five Percent) from the payment made to the contractor in the running bills until completion of the whole of the Works up to maximum 5% of the contract value.

The deductions Retention Money referred to above shall be payable to the Contractor as under: -

a) 50 % of the Retention Money shall be payable to contractor after testing & commissioning of the plant including trial run for a period of 3 months or till prescribed parameters are attained (whichever is later).

b) 50% of the balance Retention Money shall be payable to the contractor in equal amount in a period of 6 months after successful trial run and attaining of consistence prescribed parameters against submission of performance guarantee @ 5% for operation & maintenance valid for 5 years.

c) 100% of the performance guarantee amount shall be released after the expiry of operation & maintenance period performance after 5 year

2. The Bidders is /are to provide everything of every sort and kind (with the exception noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specifications taken together, which are to be signed by the Engineer in Charge designated by the FSCL (herein after called the Engineer-In-Charge) and the Bidder whether the same may not be particularly described in the specifications or shown on the drawings, provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Engineer-In-Charge which shall prevail.
3. The Bidder (s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the Engineer-in-charge and during the progress of the works, to amend on the requisition of the Engineer-in-charge any errors that may arise therein and provide all the necessary labours, and materials for so doing. The Bidder(s)

is/are to provide all plant, labour and materials (with the exceptions noted in the schedule attached) which may be necessary and requisite for the works. All the materials and workmanship are to be the best of their respective kinds. The Bidder(s) is/are to leave the works in all aspects clean and perfect at the completion thereof.

4. The Bidder must extensively coordinate with FSCL and its Technical Consultant during all stage of the contract. The successful bidder shall obtain written approvals from FSCL at all stages, before commencing work on any particular stage of work. During the construction phase, after completion of any particular stage/phase of works and before commencing work on the next stage/phase of work, the successful bidder shall obtain written approval on the completed works/phase from FSCL, before commencing work on the next stage/phase of works
5. **CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING, ETC.:** The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contractor be supplied from the Engineer – in – charge’s Stores) plants, tool, appliances, implements, ladders, cordage, tackle, Scaffolding and temporary work requisite for the proper execution the work whether original, or altered or substituted, and whether included in the specification or other documents forming part of the contractor referred to in these condition or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer – in – charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work . The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing & assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing the same may be provided by the Engineer - in charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.
6. During the entire contract period (Construction and Operation and Maintenance); the Contractor is liable for damages arising from non-provision of lights fencing etc. The contractor shall also provide at his own cost except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.
7. The location of the existing features is provided for bidding purpose only. It is the responsibility of the bidder to gather relevant approved drawings and approvals from the concerned department and agencies, prior taking up the works defined in the scope of services of this tender.
8. If the contractor finds that the data provided to him is not accurate or require more information, in such cases the contractor shall conduct all relevant survey’s, studies, investigations at his own cost.
9. Prior bidding the project, the contractors shall visit the site and have his own assessment of the accuracy of the information provided in this document.
10. The contractor should submit the construction plan and have it approved by FSCL before starting of work.
11. The Contractor shall have approvals including design mix concrete from FSCL prior to the commencement of the tasks/activities.
12. **Drawings:** All the Drawings received from FSCL for construction work has to be returned to FSCL after completion of work.
13. All machine and equipment foundation design shall be as per the Manufacture. Prior commencing the works, the Manufacturer’s design details shall be submitted to FSCL for approval.
14. **Electrical Works:**
  - a) The Supply, Construction, Testing and Commissioning, Operation and Maintenance of the electrical works indicated in the scope of works shall be under the supervision of the Dakshin Haryana Bijli Vitran Nigam (DHBVN).
  - b) Regardless of the reasons for the fault, the bidder shall rectify the fault in coordination with the DHBVN staff immediately.
  - c) With the exception for the items covered in the Defect Liablity Period, the payment for both Construction and Operation and Maintenance period of five years (05) shall be done by the FSCL to the Bidder.

- d) Before starting the Electrical works, the contractor shall take relevant approval from DHBVN. However the payment to all administrative/ supervision charge shall be made by FSCL to DHBVN.
  - e) FSCL shall provide the source for the power. The bidder shall at his own cost make all arrangement to supply power to its Equipment(s)/Tools (if required) which shall be used for construction and O & M purpose only. The cost shall include all metering connection, cable and necessary accessories etc.
  - f) At no point of time the contractor shall deny the instruction of FSCL/DHBVN during execution and O&M period.
  - g) There is a MOU signed between FSCL & DHBVN about Electrical works indicated in the scope of work.
15. All works indicated in the scope of Services of this tender (Backfilling, Concreting, steel work, civil works, utility laying, landscaping, Electrical work, etc) Quality, Testing, Sampling, shall be done in accordance with BIS and specifications.
  16. The contractor has to liaison with the various departments for seeking approvals including dismantling and shifting of existing utilities. The Administration cost shall be borne by the FSCL.
  17. Dismantling:
    - a. Prior to commencing dismantling work, the contractor shall discuss the dismantling plan and have it approved.
    - b. The dismantling plan shall clearly indicate the materials that would be reused or disposed.
    - c. The reusable materials shall be returned to the FSCL in such a way that it can be used again or sold.
    - d. The reusable material shall be segregated and stacked at designated location as indicated by the Engineer-In-Charge.
    - e. In case the reusable material is damaged, the contractor will repay the cost of reusable material to FSCL. The decision of the E in C shall be final in assessing the damaged material.
  18. All disposable (waste) material shall be dispose at place identified by the Engineer –In-Charge (E in C) or Construction & Debris (C & D) Plant in case of such notification issued by the relevant agencies.
  19. The contractor shall also ensure that the streets (beyond the site premises) on which his equipment traverses/ply are not damaged. If they are damaged or spread with construction material, the contractor shall restore it to the satisfaction of the E in C at his own cost.
  20. From the Commencement of the work to the completion of the contract, the site and the works thereupon are to be under the Bidder(s) charge. The Bidder (s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the FSCL harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Bidder(s) or of any one in his/their employment during the execution of the works.
  21. The Bidder shall execute the work as per detailed specifications as incorporated in the tender document and in accordance with the approved drawings and special conditions incorporated in the tender documents or BIS.
  22. **Transport of materials is Bidder responsibility:** The Bidder shall make his own arrangement for transport of all materials. FSCL is not bound to arrange for priorities for getting wagons or any other materials though all possible assistance by way of recommendation will be given, if it is found necessary in the opinion of the Engineer-in-Charge. If the efforts of the Engineer-in charge prove in effective, the Bidder shall have no claim for any compensation on this account.
  23. Contractor should submit the procurement plan prior procuring the material and same should be approved by FSCL before procurement.
  24. Contractor shall submit the monthly progress report and expedite the Project as per the instruction provided by the FSCL.
  25. Debris cleaning in the work area /site has to be done by contractor at their own cost. The debris needs to be disposed at the designated place as instructed by E in C.
  26. FSCL shall **NOT** provide any space or place for storage of construction materials or Equipment(s). The bidder shall arrange the same at their own cost.
  27. The contractor has to stack the excavated, debris and vegetation material at a location designated by the Engineer In Charge (E in C- FSCL official) at his own cost.

28. The works shall be undertaken in a phased manner so that existing operation should not get disturbed.
29. The Bidder is to set out the whole of the works in conjunction with an officer to be deputed by the Engineer-in-charge and during the progress of the works, to amend on the requisition of the Engineer-in-charge any errors which may arise therein and provide all the necessary labours, and materials for so doing. The Bidder(s) is/are to provide all plant, labour and materials (with the exceptions noted in the schedule attached) which may be necessary and requisite for the works. All the materials and workmanship are to be the best of their respective kinds. The Bidder(s) is/are to leave the works in all aspects clean and perfect at the completion thereof.

**30. COMPLETION TIME :**

- a) The works are to be commenced immediately upon receipt of order of commencement given in writing by the Engineer-in-charge. The whole work, including all such addition and variations as aforesaid (but excluding such, if any, as may have been postponed by an order from the Engineer-in-charge) shall be completed in every respect within **18(Eighteen)** months including rainy season from the reckoned date. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract.

**31. CHANGE IN SCOPE :**

- (i) As a part of the approval process, the bidder shall, when the Authority [The FSCL] demands changes, the bidder shall obtain the written approval before commencing the work for such changes. All such revisions shall be to the complete satisfaction of FSCL and on which mandatory written approvals obtained from the FSCL before commencing work related to the requested approval. No work under the scope of works under this bid/contract shall be commenced before obtaining the said written approval from the Authority.
- (ii) If at any time before or after the commencement of the work, Engineer-in-charge shall for any reason whatsoever: -
- (a) Cause alterations, omissions or variations in the drawings and specifications involving any curtailment of works as originally contemplated; or
- (b) Not requiring the whole of the work as specified in the tender to be carried out, The Bidder(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/they did not derive in consequence of the curtailment of the works by reasons of alterations, omissions or variations or in consequence of the full amount of the work not having been carried out. But the Bidder(s) shall be entitled to compensation for any loss sustained by him/they by reason of his/their having purchased or procured any materials or entered in to any engagements or made any advance to labour or taken any other preliminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.
- (iii) In case any item/work is not executed as per the drawings, designs, estimates and /or specifications (as per the agreement executed) the same shall be deducted and recovered from the Bidder at (prevailing market rates or at par with FSCL/ HSR whichever is more at the time of execution in force Plus 15 % of total value as extra. No compensation shall be paid for any change in quantities occurring due to site and / or requirements of design.
- (iv) **Addition Alterations In Specifications & Designs:** The Chief Executive Officer shall have power to make any alteration in, omissions, from additions to, or substitutions for, the original specifications, drawings & instructions that may appear to him to be necessary or advisable during the progress of the works, and the contractor shall bound to carry out the work in accordance with any instructions which may be given to him to writing signed by the Engineer in Charge such alternations omissions additions or substitutions shall not invalidate the contract and any altered, additional of substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out contractor on the same conditions in all respects on which he agree to do the main work & at the same rates as are specified in the tender for the main work, provided total value of such increased or altered or substituted work does not exceed 25% of the amount put on tender inclusive of contractor's percentage. If such value exceeds 25%, it shall be open to the contractor either to determine the contract or apply for extension.

**32. BILL OF QUANTITIES**

- (i) The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning works to be done by the Contractor.

- (ii) The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rates in the Bill of Quantities for each item

### **33. CHANGE IN QUANTITIES**

- (i) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering
  - (a) justification for rate adjustment as furnished by the contractor,
  - (b) economies resulting from increase in quantities by way of reduced plant, equipment and overhead costs,
  - (c) entitlement of the contractor to compensation events where such events are caused by any additional work

The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 per cent, except with the Prior approval of the Employer. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities

### **34. PAYMENT FOR CHANGE IN QUANTITIES**

- (i) The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.
- (ii) If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work is above the limit stated in Sub Clause 35 (i) or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- (iii) If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs
- (iv) If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- (v) The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning

### **35. DAMAGES TO THE EXISTING INFRASTRUCTURE:**

- a) During the contract period (Construction and Operation and Maintenance), the bidder shall be responsible for any damage caused to existing infrastructure like, trees, sewerage line, water pipelines, telephone lines, OFC cables, Gas lines or any utility lines etc. Upon request from FSCL or by himself, the bidder shall restore the damaged works immediately at his own cost to the satisfaction of the FSCL.
- b) During the Construction and O & M period, in case the bidder fails to repair the damages caused to existing infrastructure indicated in the above clause, the E in C shall have the damages repaired by other contractor or its staff or by any other means and deduct the actual amount incurred as per market rate plus 15 % extra for undertaking such works from the contractors bills. The delays caused due to inaction of the bidder on the above damages will be considered for penalty equivalent to the sum indicated in the "Penalty clause" in the GCC of this document.
- c) The contractor will inform in writing if any Heritage Structure/Tree is found in the work area. After receipt of written confirmation or instruction from FSCL the contractor will take suitable action.
- d) In case of shifting or cutting of trees, prior permission has to obtain in writing from FSCL and all other relevant authorities. If the tree is cutted then it shall be the property of FSCL . The contractor shall deposit the same at the designated place shown by Engineer-In-Charge.
- e) If any utilities lines which are affecting the execution of said work then contractor shall inform in writing to FSCL. As per the instructions of E in C the contractor will shift the lines accordingly at their own cost.

### **36. OBLIGATION OF EMPLOYER :**

- (i) Upon request from the contractor, whatever relevant data available with the FSCL will be shared with the contractor.
- (ii) All the approved construction drawings shall be provided by FSCL. No work shall be started without approved construction drawings.

- (iii) Acquisition of land or removal of encroachment in the work area shall be the responsibility of FSCL. The bidder/contractor shall mobilize their team only after getting the clearance from FSCL.

**37. EXECUTION OF WORK ACCORDING TO TIME SCHEDULE:**

The work shall be done by the Bidder according to the time schedule (working hours, weekdays etc) fixed by the Engineer-In-Charge, FSCL. Work schedule should be planned in such a way that the operation of existing establishment like schools, hospitals, shopping malls, shops etc should not get affected. The inconvenience to the commutator passing through this road should be minimum due to this construction. In case of any complaints, the contractor shall inform the FSCL and as per instruction shall cease the works until further instructions from FSCL

**38. DESIGN AND CONSTRUCTION :**

- (i) The Bidder (s) cannot vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of Engineer-in-charge to be sufficiently shown by any order in writing by any plan or drawings expressly given and signed by him as extra or variation or by any subsequent written approval signed by him.
- (ii) In cases of daily labor all vouchers for the same are to be delivered to the Engineer-in-charge or the officers-in-charge at least during the week following that in which the workmen have been engaged and only such day work is to be allowed for as such as may have been authorized by the Engineer-in-charge to be so done unless the work cannot from its character be properly measured and valued.
- (iii) **Applicable Specifications:** As indicated in the Tender document, I.S.I. codes for buildings or special specifications whenever enclosed separately shall apply in the case of any variance the following order of precedence shall prevail.
  - a) Specifications and scope as per RFP.
  - b) Specifications as per S.O.R.
  - c) MORTH/IRC specifications for road.
  - d) Mode of measurements of work shall be as provided in the S.O.R. applicable to the contract. Where such mode of measurement is not specified in the S.O.R. it shall be done as per I.S.I. Code of building measurement. However if any mode of measurement is specifically mentioned in the N.I.T. (Tender-document) the same will get precedence over all the above.
- (iv) **WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION, DRAWING, ORDER, ETC.:** The contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer – in – charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so requires be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.
- (v) In the case of any class of work for which there is no specification as is mentioned in Rule such work shall be carried out in accordance with the specification approved by CEO, FSCL for application to work.
- (vi) The Engineer-in-charge has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Engineer-in-charge is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge is also to have full power to substitute other improper materials to be substituted and in case of default, the Engineer-in-charge may cause the same to be supplied and all costs which may arise due to such removal and substitution are to be borne by the Bidder (s).

**39. QUALITY ASSURANCE, MONITORING AND SUPERVISION :**

- (i) The Engineer-in-charge is to have at all times access to the works which are to be entirely under his control. He may require the Bidder(s) to dismiss any person in the Bidder (s) employ upon the works that may be incompetent or misconduct him and the Bidder (s) is/are forthwith to comply with such requirements.
- (ii) Cubes shall be casted and tested for all concrete pour as per the relevant IS Standards.

- (iii) Contractor shall submit mock samples and product literature of all materials (Material used in construction of STP plant) & it have to be approved by FSCL before procuring the materials.
- (iv) All the materials have to be tested & necessary reports/ test certificated has to be submitted to FSCL before start of work.
- (v) The cost of conducting all the tests which is required during the execution of contract or as instructed by E in C shall be borne by the contractor. All the required test has to be carried as per relevant IS Standard.
- (vi) The Contractor has to strictly adhere to the instructions provided by the FSCL officials from time to time. The contractor shall rectify bad workmanship works within the stipulated time provided by the E in C. The E in C has the right to dismantle the works which according to him is not complying with the drawings and standards. The Contractor upon receiving such instruction shall either rectify the defect or dismantle the structure at his own cost.
- (vii) The bidder has to arrange accredited 3<sup>rd</sup> party testing agency to meet the quality standard at his own cost. The frequency of Testing shall be as per the BIS or as indicated by the E in C.
- (viii) The E in C has the right to reject the concrete or all other works that according to him is not complying the standards and specifications. The contractor upon receiving such instruction with no time shall stop concreting and discard the concrete at his own cost.
- (ix) At any point of the contract period, In case the contractor does not obey the instructions of the E in C, the E in C has the authority to get the work/dismantled/ rectified by other contractors/workers. The cost of such work on actual amount incurred as per market rate plus 15 % extra amount will be deducted from the contractor's bill.
- (x) **Inspection and Technical audit by the Authority :** The FSCL shall have the right to cause Audit and Technical Examination of the work and the final bills of the Bidder including all supporting voucher, abstract, etc. to be made as per payment of the final bill and if as a result of such Audit and Technical Examination the sum is found to have been overpaid in respect of any work done by the Bidder under contract or not to have been executed, the Bidder shall be liable for refund of the amount of over payment and it shall be lawful for the FSCL to recover the same from the security deposit of the Bidder or from any other dues payable to the Bidder. If it is found that the Bidder was paid lesser than what was due to him under the contract the amount of such under payment shall be duly paid by the FSCL, to the Bidder. In the case of any audit examination and recovery consequent on the same, the Bidder shall be given an opportunity to explain his case and the decision of the Chief Executive Officer- FSCL shall be final. In the case of Technical Audit, consequent on which there is a recovery from the Bidder no recovery should be made without orders of the Chief Executive Officer- FSCL whose decision shall be final. All action(s) under this clause should be initiated and intimated to the Bidder within a period of Twelve months from the date of completion.
- (xi) **Work to be open for inspection-contractor or responsible agent to be present:** All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all time 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 work shall have been given to the contractor, either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
- (xii) Further, the Contractor shall ensure of having a knowledgeable Technical Engineer at site all times. The Engineer will be responsible for coordinating with the FSCL officials and his firm. The Contractor shall replace the Technical Staff if he/she is found to incompetent by the FSCL officials.
- (xiii) All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the CEO, FSCL for the time being who shall be entitled to direct at what point or points and in what manner they are to commenced and from time to time carried on.
- (xiv) Contractor should provide a Quality Assurance Plan (QAP) and have it approved by the FSCL .The cost of all material inspection within and outside the site shall be borne by the contractor. This includes cost of travel and accommodation of FSCL officials/Consultants for inspection outside the Site Premises.
- (xv) FSCL reserve the rights to reject any materials which contractor shall procure without prior approval from

FSCL. The cost of such rejected materials shall be bourn by Contractor

(xvi) All tests/certificates specified in Volume –II and in relevant latest codes on the subject.

#### **40. INSURANCE :**

(i) The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period.for the following events which are due to the Contractor/s risks:

- a) loss of or damage to the Works, Plant and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- d) Personal injury or death.
- e) Professional liability insurance: The Contractor shall affect professional indemnity insurance, which shall cover the risk of professional negligence in the design of the works. This insurance shall be for a limit of not less than the value of whole scope of work i.e., Estimated Cost or total contract value whichever is more. The Contractor shall use his best endeavor to maintain the professional indemnity insurance in full force and effect until defect liability period. The Contractor undertakes to notify the Employer promptly of any difficulty in extending, renewing or reinstating this insurance.
- f) The minimum insurance cover for physical property, injury and death is Rs.5.00 Lacs per occurrence with the number of occurrences limited to four. After each occurrence, Contractor will pay additional premium necessary to make insurance valid for four occurrences always.
  - (ii) Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
  - (iii) If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due
- (iv) If the Contractor shall fail to effect and keep in force any of the insurances referred to in or any other insurance which he may be required to effect under the terms of the Contract, the Employer may in any such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor
- (v) Alterations to the terms of insurance shall not be made without the approval of the Employer.Both parties shall comply with any conditions of the insurance policies.

**41. DEFECTS LIABILITY PERIOD:** The contractor shall be responsible for all the defects except usual wear and tear of this project for the period of two years from the date of issue of Completion certificate.

#### **42. COST OF REMEDYING DEFECTS :**

- (i) At any point of the contract period, If in the opinion of the Engineer-in-charge any of the works, are executed with improper/Inferior materials or defective workmanship, the Bidder(s) is/are, when required by the Engineer-in-charge to re-execute the same forthwith and to substitute proper materials and workmanship, and in case of default of the Bidder(s) in doing so within a week, the Engineer-in-charge shall have full powers to employ other persons/agency to re-execute the work and the cost there of the actual amount incurred as per market rate plus 15 % extra amount shall be borne by the Bidder(s).
- (ii) Any Defects, defects in bituminous layers like pot holes, rutting, cracks, leakage in utility lines, or other faults which may appear within the contract period arising out of defective or improper materials or workmanship or due to any other reason are, upon the direction of the Engineer-in-charge, to be amended and made good by the Bidder at his / their own cost unless the Engineer-in charge decides that he/they ought to be paid for the same and in case of default the Engineer-in-charge may recover from the Bidder (s) the cost of making good the works as per prevailing norms and specifications.

#### **43. PENALTY CLAUSE FOR DELAY IN COMPLETION :**



The Engineer-In-Charge have full power to recover penalty for Delay Period during both construction and operation and maintenance. The Penalty will be calculated @ 0.5% Per Week or Part thereof of value of works not completed. Total Penalty shall be limited to maximum to 5% of Agreement Amount for construction period and 5 % of amount of the operation and maintenance for the O & M period. Engineer-In-Charge will be fully responsible for recovery of Penalty. The timeline for completion and delays of maintenance shall be determined by the E In C.

#### 44. TERMINATION :

- (i) The Engineer-in-charge may terminate the contract if the Bidder causes a fundamental breach of the contract.. The fundamental breach of contract shall include, but not be limited to, the following: -
- a) The Bidder stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorized as by the Engineer-in-charge.
  - b) If serious rectification of bad / poor quality work is not done by the Bidder within 15 days from 1st notice issued to him by Engineer-in-charge might attract termination of the agreement and whole performance guarantee will be forfeited.
  - c) If the Bidder fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Engineer-in charge.
  - d) If he violates labour laws.
  - e) Any other deficiency which goes to the root of the contract Performance
- (ii) If the contract is terminated, the Bidder shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- (iii) The Engineer - in - charge shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all previous outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the Bidder to either remain present himself or his authorized representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.
- (iv) **Payment upon Termination :**
- (a) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the cost of the work not completed plus 15% of actual cost incurred. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer. The Employer shall also be free to recover the amount from any other due payments to the contractor against this contract.
  - (b) If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the Contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law

#### 45. SUBMISSION OF BILL :

- (i) **Bill To Be Submitted Monthly:** "A bill shall be submitted by the contractor by 3<sup>rd</sup> day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed item of work along with true copies of record and result of all test conducted in the previous month (date wise). The C.E.O shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the his authorized Engineer/Representative concern (if any) for quantity, quality and specification and examining all the "test results" and record the same in the Departmental measurement book. Based on above record measurement bill shall be corrected /prepared afresh. The contractor shall sign the measurement and the bill.

If the contractor fails to submit, the bill on or before the day prescribed, the Engineer in Charge after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of contractor and or his authorized Engineer/Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the contractor.

All such running bill payments are by way of "Advances" and shall be subject to final adjustment. Bill shall be submitted as per payment schedule given at **ANNEXURE IX in volume II (SCHEDULE OF STAGE PAYMENTS FOR THE PROJECT)**

**Bills to be submitted for Maintenance:** The Bidder shall submit the maintenance running bill every month . The bill amount would be the amount quoted by the bidder for that year and interpolated for the month.

**Payment for the O & M shall be made upon issue of satisfactory completion certificate for that period by the E in C.**

- (ii) **Bill To Be On Printed Forms:** The contractor shall submit all bills on printed forms to FSCL account, and the charges 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 hereinafter provided for such work. The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.

#### **46. PAYMENT :**

- (i) The Bidder(s) shall be paid as per the payment schedule given in Annexure –IX in Vol - II
- (ii) A certificate of the Engineer - in - charge or Authorised person by FSCL as the case may be, showing the final balance due or payable for the Bidder(s) is to be conclusive evidence of the works / having been duly completed and that the Bidder(s) is/are entitled to receive payment of the final balance but without prejudice to the liability of the Bidder(s) under provisions of clause.
- (iii) **Mobilization Advance :** No Mobilization advance shall be paid to the bidder.
- (iv) **Bank Commission Charges:** Bank commission charges in all payments by demand drafts shall be borne by Bidder.
- (v) **Payment Of Intermediate Certificate To Be Regarded As Advances:** Intermediate payment during the course of execution of works if considered desirable in the interest of work, can be made on monthly basis, on the recommendation of Engineer In charge, in such a way that in his opinion, it reflects the amounts due to the Contractor in accordance with the contract, after deduction of any sums which may have become due and payable by the contractor to the employer. In cases where there is a difference of opinion as to the value of any item, the Engineer's view shall prevail. Within the 14th day of the receipt of the monthly bill, the Engineer shall determine the amounts due to the contractor and shall deliver to the Employer and the contractor an Interim Payment Certificate, certifying the amounts due to the contractor.
- (vi) But all such intermediate payments shall be regarded as payments by way of advance against the final payment for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected or be considered as admission of the due performance of the contract or any such 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 employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work; otherwise the Engineer-in charge's certificate of the measurement and of the total amount payable for work accordingly shall be final and binding on all parties.
- (vii) Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm/ proprietor in which case the receipt must be signed in the name of-the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

#### **47. ARBITRATION CLAUSE:**

Except as otherwise provided in this contract all question and dispute relating to the meaning of the specification, designs, drawings and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract designs, drawings, specification, estimate, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or a after the

abandonment there of shall be referred to the TA -FSCL for his/her decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the TA-FSCL shall give his written instructions and/or decisions, after hearing the contractor and Engineer in Charge within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties. Upon receipt of written instructions or decisions, of TA -FSCL the parties shall promptly proceed without delay to comply such instructions or decisions. If the TA-FSCL fails to give his instruction or decisions in writing within a period of 15 (fifteen) days or mutually agreed time after being requested and/or, if the party (es) is/are aggrieved against the decision of TA-FSCL, the aggrieved party may within 30 days prefer an appeal to the Chief Executive Officer -FSCL, who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The, Chief Executive Officer, will give his decision within 30 (thirty) days, or such, mutually agreed period. If any party is not satisfied with the decision of the Chief Executive Officer, he can , he can request for an arbitration for resolving the dispute as per THE ARBITRATION AND CONCILIATION ACT, 1996 and THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT, 2015 A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Contractor. Payment as per original terms and condition of the agreement shall be continued by the Engineer in Charge.

**48. DEATH OR PERMANENT INVALIDITY OF BIDDER:** - if the Bidder is an individual or a proprietary concern or a partnership concern, dies during the currency of the contract or becomes permanently incapacitated, and where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided in the contract agreement. However, if competent authority is satisfied about the competence of the surviving Partner[s], then the competent authority Engineer - in - charge shall enter into a fresh agreement for the remaining work strictly on the same terms and condition under which the contract was awarded.

**49.** FSCL reserves the right to accept or reject any Tenders or all tender at any time prior to the Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the FSCL action.

**50. SUBLETTING OF WORKS:**

The contract may be rescinded & security deposit forfeited, for subletting, bribing or if contractor become insolvent.

The contract shall not be assigned are sublet without the written approval of the Engineer in Charge, & if the contractor shall assigns or sublet his contract, or attempt, so to do, or become insolvent commence any insolvency proceeding for make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite , regard of 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 office or person in the employ of Authority in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in shall contract, the Engineer in Charge may there up by notice in writing record the contract, & the S.D. of the contractor shall be there upon stand forfeited & be absolutely at the disposal of Authority, & the same consequence shall ensure as if the contract had been rescinded under clause 6 hereof , & in addition the contract shall not be entitled to recovered or be paid for any work there to fore actually per firmed under the contract.

If the contractor gets item/items of work accepted on a task rate basis with or without materials, this shall not amount to sub-letting of the contract.

Sum payable by way for compensation to be considered as reasonable compensation without reference to actual loss.

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

**51. TAXES, ROYALTY, ETC.:**

**[a] Taxes:** The rate quoted by the Bidder **shall include Goods and Service Tax component.** The quoted rate shall therefore be including the **Goods and Service Tax** and other taxes such as sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Bidder will have to pay for the performance of this Contract. The FSCL will perform such duties in regard to the deduction of such taxes at source as per applicable law. Any payment claimed by the Bidder due to any change[s] in the existing tax structure shall not be entertained by the FSCL Deposit/remittance of Goods and Service Tax in

government treasury within stipulated time shall be sole responsibility of the contractor and failing to which FSCL may recover the due amount from any other payable dues with FSCL. The decision of competent authority shall be final and binding on the contractor in this regard.

**[b] Royalty on Minor Minerals:** The Bidder shall pay all quarries, Royalty charges etc. If the Bidder fails to produce the royalty clearance certificate from concerned department then the Executive Engineer shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the Bidder on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate within 30 days of submission of final bill, then royalty charges which were kept under deposit head by the Executive Engineer shall be deposited to the concerned department and his final bill payment shall be released.

In all cases where change[s] in the royalty rates of minor minerals are notified by the state government after the date of submission of financial offer by the bidder/ Bidder the same shall be not reimbursed.

**[c] Income tax** at the rate of 2% or such other percentage as may be fixed by income tax department from time to time from any sum payable to the Bidder shall, at the time of credit of such sum or at the time of payment to the Bidder by cash, cheque or draft or any other mode, shall be deducted at the source from the running, final or any type of payment for this contract as per section 194 of income tax Act. 1961.

**[d] Labour Welfare Cess** at the rate of 1% or such other percentage as may be fixed by Labour department Government of Haryana from time to time from any sum payable to the Bidder shall, at the time of credit of such sum or at the time of payment to the Bidder by cash / cheque or draft or any other mode, shall be deducted at the source from the running, final or any type of payment for this contract as per Labour Act.

**[e]** It is open to the Bidder, as the case may be; to make an application to the Income Tax officer concerned and obtain from him a certificate authorizing the payer to deduct tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the income Tax Officer earlier.

#### **52. MODEL RULES FOR WATER SUPPLY, SANITATION IN LABOUR CAMPS:**

The Bidder will be bound to follow the Haryana model rules relating to layout of water supply and sanitation in labour camps (Vide Annexure-A).

#### **53. FAIR WAGES TO LABOURERS:**

The Bidder shall pay not less than minimum wages as described in the Labour Acts & Laws to labourers engaged by him on the work. (Copy of rules enclosed vide Annexure-B).

**54. RIGHT TO TAKE UP WORK DEPARTMENTALLY OR TO AWARD ON CONTRACT:** The Chief Executive Officer, FSCL reserves the right to take up departmental work or to award works on contract in the vicinity without prejudice to the terms of contract.

#### **55. ISSUE OF MATERIALS BY THE DEPARTMENT:**

No Materials shall be supplied by the FSCL. So far as supply of cement and steel (TMT Bars) and other materials is concerned these has to be arranged by the Bidder himself at his own cost and the conditions given in the Annexure-E shall prevail.

#### **56. REMOVAL OF UNSUITABLE OR UNDESIRABLE EMPLOYEES OF BIDDER:**

The Bidder shall, on receipt or the requisition form the Engineer-in-charge at once remove any person employed by him on the work who in the opinion of Engineer-in-charge is unsuitable or undesirable.

#### **57. RECOVERY OF AMOUNT BY FSCL FROM BIDDER:**

Any amount due to FSCL from the Bidder on any account, concerning work may be recovered from him as arrear of land revenue and/or from payment due to him in any of the Govt. / Semi Government Department.

#### **58. MISCELLANEOUS :**

- (i) FSCL shall provide the source of water. The contractor has to make his own arrangement for distribution of water Like Hose Pipe, water tanker etc at their own cost.
- (ii) The Electric charges for running the construction equipment(s) during the contract including O & M period shall be bourn by contractor. FSCL shall provide only the source of Power. In case power failure, Contractor shall make alternate arrangement for supply of Power at their own cost.
- (iii) The bidder shall arrange at his own cost tools and plants required for proper execution of work during the

Contract period which includes construction and operation and Maintenance period.

- (iv) The contractor should submit the Site Layout plan indicating the location of the Labour Camp, Store House, Site Laboratory if any etc and have it approved by FSCL.
  - (v) All work materials brought and left upon the ground by the Bidder(s) or his/their orders for the purpose of forming part of the works are to be considered to be the property of the FSCL and the same are not to be removed or taken away by the Bidder's or any other person without the special license and consent in writing of the Engineer-in-charge but the FSCL is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.
  - (vi) From the Commencement of the work to the completion of the contract, the site there upon are to be under the Bidder(s) charge. The Bidder (s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the FSCL harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Bidder(s) or of any one in his/their employment during the execution of the works.
  - (vii) The Bidders is / are to provide everything of every sort and kind (with the exception noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specifications taken together, which are to be signed by the Engineer in Charge, FSCL, (herein after called the Engineer-In-Charge) and the Bidder whether the same may not be particularly described in the specifications or shown on the drawings, provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Engineer-In-Charge which shall prevail.
  - (viii) The authority competent to accept a tender reserves the right of accepting the tender for the whole work or for distinct part of it or of distributing the work between one or more Bidders.
  - (ix) If the total duration of suspension of the work is more than the six months, then this suspension of the work will be considered as permanent stoppage of the work, and the contractor can determine the contract, if he so desires.
- 59. Increase or Decrease of work specified:** The competent authority reserves the right to increase or decrease any work specified within lump sum during the currency of the contract and Bidder will be bound to comply with the order of the competent authority.
- 60. Canvassing or support for acceptance of tender:** Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any Bidder doing so will render him liable to penalties which may include removal of his name from the register of approved Bidders.
- 61. List of persons employed by Bidder:** Bidder shall not be permitted to tender for works in the FSCL who's near relative is posted as Assistant Engineer or above capacity. A list showing the names of the persons who are working with the Bidder and are near relatives to any officer in the FSCL should also be appended to the tender. The Bidder should also intimate to the Engineer-In-Charge the names of subsequently employed persons who are near relatives of any officer in FSCL. Any breach of this condition by the Bidder would render him liable to be removed from the bidding process.
- 62. Validity of Offer:** Tenders shall remain open up to **180 days** from the prescribed date of opening of tenders. However, In the event of the Bidder withdrawing the offer before the aforesaid dates for any reason whatsoever, Earnest money deposited with the tender shall be forfeited.
- In the event of Bidder withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the contract agreement he/she not be entitled to tender for this work in the case of recall of tenders in addition to forfeiture of his/her earnest money as may be applicable for the work. If the Bidder has committed a similar default on an earlier occasion as well, his/her registration in the department may be suspended temporarily for a period of 6 months from such date as may be ordered by the authority which had registered him/her.
- 63. FORCE MAJEURE:** Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by FSCL, act of Legislature or other authority, stoppage of hindrance in the supply of raw materials, or fuel, explosion, accident, strike, riot, lockout, or other disorganization, of labour or transport,

breakdown of machine, flood, fire act of God, or any inevitable or unforeseen event beyond human control directly or indirectly interfering with the supply of stores or from any cause which may be a reasonable ground for an extension of time, the competent authority will allow such additional time as he considers to be justified in the circumstances of the case. No compensation will be payable to the Bidder for any loss incurred by him due to these reasons.

64. Each Bidder shall supply the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual signature. When tender is submitted by partnerships the full names of all partners shall be furnished. An attested copy of the constitution of the firm and the registration number of the firm shall be furnished. In such a case, the tender must be signed separately by each partner thereof or in the event of the absence of any partner it must signed on his behalf by a person holding a power of attorney authorizing him to do so. Tenders by a company /corporation shall be signed with the legal name of the company/corporation followed by the name of the state of incorporation and by signature and by designation of the president, secretary or other persons authorized to bind it in the matter.
65. **TECHNICAL KNOWLEDGE AND STAFF:** The tender shall be submitted with an Information that the Bidder has successfully carried out similar works of this nature and has adequate organization, machinery and experienced personnel to handle jobs of this type and magnitude.
66. A brief description of similar works previously executed by Bidder: After the tender has been opened any Bidder may be required to submit detailed particulars of such works along with manner of their execution and any other information that will satisfy the officer receiving the tender that the Bidder has adequate organization, Including experienced personnel to execute vigorously the work to be carried out as per these specifications.
- (a) The Bidder shall employ adequate Construction Managers, Graduate Engineers & Diploma Engineers as Technical Staff during the execution of the work.
- (b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff including PMC.
- (c) In case the Bidder fails to employ the technical staff as aforesaid, the Engineer-In-Charge shall have the right to take suitable remedial measures.
- (d) The Bidder shall give the names and other details of the graduate engineer / diploma engineer to whom he intends to employ or who is under employment with him, at the time of agreement and also give his curriculum vita.
- (e) The Bidder shall give a certificate to the effect that the graduate engineer / diploma engineer is exclusively in his employment.
- (f) A Retired Assistant Engineer who is holding a diploma may be treated at par with a Graduate Engineer for the operation of the above clause.
- Note: - Such Degree or Diploma engineer must always be available on works site on day to day basis and actively supervise, instruct and guide the Bidder's works force and also receive instruction form the Departmental Engineers / Sub engineers. In case the Bidder fails to employ the required technical staff or fails to employ technical staff / personnel as submitted by the Bidder in Prequalification documents and or the technical staff/personnel so employed are generally not available on work site and or do not receive or comply the instructions of the Departmental Engineers, the Engineer-In-Charge shall recover / deduct from his bills as directed by the Engineer – In charge.
67. The tender documents have to be completed and submitted with all the documents required in the tender notice. Following is the summary of the documents required to be submitted with the completed tender form.
- [a] Name, residence and place of business etc.
- [b] Details of contracts already held by the Bidder.
- [c] Attested copy of the constitution of firm and power of attorney.
- [d] A declaration that there has been no conviction imprisonment for an offence involving moral turpitude.
- [e] Declaration and description.
68. **Registration with Labor Department:** As per rule 1976 rule-21 (Form-4) or applicable laws, the successful Bidder shall submit the Labor registration Certificate after issuing the work order and prior to the Commencement of work.

**69. INDEMNIFY:** The bidder shall indemnify the FSCL and its Project Management Consultant staff on all accounts from all aspects while performing the scope of services of this project.

**70. EXTENSION OF TIME**

(i) If the contractor shall desire an extensions of time for completions of work on the ground of his having been "UNAVOIDABLY" hindered or on compensation event(s) or on any other ground(s), he must apply giving all and complete details of such hindrances and/or compensation event(s) and/or other cause(s) in writing, to the Chief Executive Officer, through Engineer In charge positively within 15 (Fifteen) days of occurrence of such hindrance(s)/compensation event(s)/other cause(s) and seek specific extension of time (period from..... to..... ).

If in the opinion of Engineer in Charge, such reasonable grounds are shown, the Engineer-in-charge shall himself grant extension of time, if the extension of time sought by the contractor is for one month or 10% (ten percent) of the stipulated period of completion, whichever is more. If the extension of time sought is more than above period mentioned, then the Engineer in Charge shall refer the case to the CEO, FSCL with his recommendation and only after his decision in this regard, the Engineer in Charge shall sanction extension of such time as decided by the CEO, FSCL.

Once the Chief Executive Officer, FSCL has decided the case of extension of time with reference to the particular application of the contractor, it will not be competent for them to review/change such a decision later on. However, the Chief Executive Officer , FSCL shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor to complete the work by the delayed date or before refusing both.

Provided further where the Engineer In charge has recommended grant of extension of particular time contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, the contractor shall continue with the work till the final decision by Chief Executive Officer, FSCL.

Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor docs not desire extension of time and that he has "Waived" his right if any to claim extension of time for such cause of hindrance.

(ii) **EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS:** The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original contractor's work and certificate of the Engineer in Charge shall be conclusive as to such proportion.

(iii) **Compensation Events for consideration of extension of time without penalty:**

The following mutually agreed Compensation Events unless they are caused by the contractor would be applicable;

- a) The Chief Executive Officer FSCL does not give access to a part of the site.
- b) The Chief Executive Officer FSCL modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.
- c) The Chief Executive Officer FSCL orders a delay or does not issue drawings, specification or instructions / decisions/approval required for execution of works on time.
- d) The Chief Executive Officer, FSCL instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.
- e) The Chief Executive Officer FSCL gives an instruction for additional work required for safety or other reasons.
- f) The advance payment and or payment of running bills (complete in all respect) are delayed.
- g) The Chief Executive Officer, FSCL unreasonably delays issuing a Certificate of Completion.
- h) Other compensation events mentioned- in contract if any.

**71. FINAL CERTIFICATE:**

On completion of the work the contractor shall be furnished with a certificate by the C.E.O, FSCL as per completion-report of the Engineer-in-charge, of such completion in the form appended at the end, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the works shall be executed, all scaffolding surplus materials and rubbish, and cleaned off the dirt from all

wood-work, doors windows walls, floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution there of nor until the work; shall have been measured by the Engineer-in-charge whose measurement shall be 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 of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of 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, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

#### **72. PRICE ESCALATION**

No escalation (whatsoever) will be paid for entire contract period including extension period if provided.

#### **73. RATES FOR WORKS NOT IN SCHEDULE OF RATES:**

And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such classes of the work shall carried out at the rates entered in the applicable schedule of rates which was in force on the date of tender provided that when the tender for the original work as a percentage below/above the schedule of rates, the altered, additional or substituted work required as aforesaid shall be chargeable at the said schedule of rate minus/plus the same percentage deduction, addition and such class of work is not entered in & arrange to carry in out in such manner as may be considered advisable provided always & if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned than & In such case he shall only be entitled to the paid in respect of the work carried to such rate or rates be fixed by the Chief Executive Officer in the event of a dispute the decision of the Chief Executive Officer, shall be final.

If the contractor commence non-schedule work or incur expenditure in regard there to before the rates shall have been determine by the Chief Executive Officer than he shall be entitled for payment for the work done as may be finally decided by the Chief Executive Officer. In the event of dispute, the decision of the Chief Executive Officer shall be final.

#### **74. CLAIM OR COMPENSATION :**

- (i) **Claims for compensation for delay in starting the work** :No compensation shall be allowed for any delay caused in the starting on the work on account of acquisition of land, or in the case of clearance work, on account of any delay in according sanction to estimates.
- (ii) Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate.
- (iii) **No claim to any payment or compensation for alteration in or restriction of works:** If at any time after the execution of the contract documents, the Engineer – in – Charge shall for any reason whatsoever 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 thereupon suspend or stop the work totally or partially, as the case may be.

If any such case, except as provided hereunder, 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 to on account of materials purchased or for unemployment of labor recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawing, 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 shall be paid for such materials at the rates determined by the Engineer-in-charge, provided they are not in excess of requirement and 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 CEO whose decision shall be final. If the contractor suffers any loss on account of his having to pay labor charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labor charges as the CEO, whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation



on account of labor charges, if in the opinion of the Engineer – in – charge, the labor 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.

#### **75. ACTION AND COMPENSATION :**

- (i) **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 unskillful workmanship or with material 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 notwithstanding the work, materials or articles complained of may have been Inadvertently passed, certified and paid for contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so with in 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 percent on the amount of contract put to tender every day not exceeding ten percent, during which the failure so, continues and in the case of any such failure the Engineer – in – charge may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should 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 to the same at such reduced rates as he may fix therefore. This shall be exclusive of, and will be in addition to any action being taken under other clause of the contract.
- (ii) **Compensation for damage of electrical items:** During the Defect Liability Period and Operatton & Mentainance Period, if any damage of Electrical items which is not attributable to Contractor and damage has been caused due to DHBVN, the cost of same shall be bourn by DHBVN. If the damage will be occurred due to contractor’s fault then cost of same shall be bourn by Contractor. The decision of FSCL in this regards shall be final and binding to both the parties.
- (iii) In any case in which under any clause or this contract the Bidder shall have renders himself liable to pay compensation amounting to the whole of the security deposit (whether paid in one sum or deducted by installments) or committed a breach of any terms in Fair Wages or in the case of delays beyond three months or in case of abandonment of the work owing to the serious illness or death of the Bidder or any other cause, Engineer-In-Charge on behalf of the FSCL shall have power to adopt anyone of the following courses, as he may deem best suited to the interest of the Board.
  - (a) The rescind of contract, (of which recession notice in writing to the Bidder under the hand of the Engineer-In-Charge shall be conclusive evidence) and in which case the security deposit of the Bidder shall stand forfeited and be absolutely at the disposal of the Board.
  - (b) To employ labour paid by the FSCL or by employing FSCL machinery and to supply materials to carry out work, or any part of the work, debiting the Bidder with the cost of the labour or hire charge of FSCL machinery and the price of the materials (of the amount of which cost and price, a certificate of the Engineer-In-Charge shall be final and conclusive against the Bidder) and crediting him with the value of the work done, in all respects in the same manner and the same rates as it had been carried out by the Bidder under the terms of this contract or the cost of the labour and the price of the materials as certified by the Engineer-In-Charge whichever is less the certificate of the Engineer-In-Charge as to the value of the work done shall be final and conclusive against the Bidder. This does not qualify the Bidder to any refund if the work is carried out at lower rates than the rates quoted by the Bidder. Saving, if any, will go to the Board.
  - (c) To measure up the work of Bidder and to take such part thereof as shall be unexecuted out of his hands and to give it to another Bidder to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Bidder if the whole work had been executed by him (of the amount of which excess certificate in writing or the Engineer-In- Charge shall be final and conclusive) shall be borne and paid by the original Bidder and may be deducted from any money due to him by FSCL under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof. The same provision of recovery of the difference amount will apply in case of failure in compliance on part of the Bidder to execute the work or part of the work as per work and time schedule. Engineer-In-Charge will have the right to decide as to which work or which part of work / item is to be put in fresh tender in case of failure in execution as the part of the Bidder.

- (d) In the event of any of the above courses being adopted by the Engineer-In- Charge, the Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provisions aforesaid, the Bidder shall not be entitled to recover or to be paid any sum for any work thereof actually performed under this contract, unless and until the Engineer-In- Charge will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
- (iv) **Notice to be given before work is covered up:**The contractor shall give not less than five day notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering tip or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractors expenses, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

#### **76. LIABILITY AND INDEMNITY :**

- (i) **Contractor Liable For Damage Done And For Imperfections After Certificate Of Completion :**If the contractor or his work people or servants shall break, deface injure or destroy any part of infrastructure in which they may be working or any building, road, road curbs, fences, enclosures, water pipes, cables drains, electric or telephone posts or Wires trees grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent ,the contractor shall make good the same at his own expense or in default, the CEO may cause the same to be made good by other workmen and deduct the expense of which certificate of the Engineer-in charge shall be final) from any sums that may be then or at any time thereafter, may become due to the contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

#### **77.**

#### **COMPENSATION UNDER SECTION 12 SUB-SECTION (1) OF THE WORKMAN'S COMPENSATION ACT 1923:**

In every case in which by virtue of the provisions of section 12 sub-section (1) of the workman's compensation Act 1923 FSCL is obliged to pay compensation to a workman employed by the contractor in execution of the works, CEO, FSCL will recover from the contractor the amount of compensation so paid and without prejudice to the rights of FSCL under section (1) sub-section (2) of the said Act. CEO, FSCL shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by FSCL to the contractor whether under this contract or otherwise. FSCL may not be bound, to contest any claim made against them under section - 12 subsections (1) of the said Act except on the written request of the contractor and upon his giving to FSCL full security for all cases for which FSCL might become liable in consequence contesting such claim.

#### **78. CHANGE IN THE CONSTITUTION OF FIRM:**

In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the CEO for his information, and contractor shall initiate steps for fresh & new registration which shall be assessed & decided by the competent authority for fresh registration.

#### **79. EMPLOYMENT OF SCARCITY LABOUR:**

If FSCL declare a state of Scarcity or famine to exist in any village situated within sixteen kilometers of the work the contractor, shall employ upon such parts of the work as are suitable for unskilled labor, any person certified to him by the CEO FSCL or by any person to whom the CEO FSCL may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which FSCL may have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the FSCL whose decision shall be final and binding on the contractor

#### **80. PENALTY FOR BREACH OF CONTRACT:**

On the breach of any term or condition of this contract by the contractor the said CEO, FSCL shall be entitled to forfeit the Security deposit or the balance thereof that may at the time be remaining, and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the CEO to recover further sums as damages from any sums due or which may become due to the contractor By FSCL or otherwise howsoever.

**81. JURISDICTION :** All disputes or claim arising out of this contract shall be subject to the jurisdiction of courts in Faridabad, Haryana.

**82. INTERPRETATION:**

84.1 In interpreting these conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically, defined. The Engineer will provide instructions clarifying queries about the conditions of Contract.

84.2 If sectional completion is specified in the contract Data; references in the conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended completion date for the whole of the Works).

84.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Conditions of Contract including General Conditions of Contract and Special Conditions of Contract
- (5) Specifications and scope as per Vol - II
- (6) Drawings, if any.
- (7) Bill of quantities and all Annexures, Appendices and Forms
- (8) any other document listed in the **Special Conditions of Contract** as forming part of the Contract.

**83. Video photography of the works.:**

The contractor shall do video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. Video photography of all items which will be subsequently covered and difficult to be measured after wards shall be done for record. Payment will be made to the contractor as per BOQ item rate. VCD before start of work will be submitted to the Engineer and copy of the same to the employer for record within one month from start of work. VCD after completion of work will also be submitted to the Engineer and the employer within one month after completion of work.

**84. Operating and Maintenance Manuals – “As built” Drawings and operating and maintenance manuals shall be supplied the Contractor within one month of issue of completion certificate. If the Contractor does not supply the Drawings and/or manuals by the stipulated date or they do not receive the Engineer's approval, the Engineer shall withhold INR 2 lakhs from payments due to the Contractor.**

## SECTION 6: SPECIAL CONDITIONS OF CONTRACT

- 6.1 **General:** The special conditions are supplementary instructions to the tenders and shall form part of the contract.
- 6.2 **Drawing:** All Drawings/Layout plans given in Section 7 are for reference or guidance purpose only. The Bidder will submit the detailed construction plan of construction of STP plant within 15 days from date of issuing work order or Agreement whichever is earlier. The same shall be reviewed and approved by Engineer – In charge of FSCL or through other agency approved by FSCL. This 15 days period is included in stipulated time for construction. Construction of STP plant shall be carried out as per the approved drawings provided by FSCL.
- 6.3 **Data to be furnished by the Bidder:** The Bidder shall submit the following information to the Engineer-in-charge.
- 6.4 Proposed constructions Programme and time schedule showing sequence of operations within **15 days** of receipt of notice to proceed with the work in pursuance of the conditions of contract.
- 6.5 **Action when the progress of any item of work is unsatisfactory:** If the progress of a item of work during construction, which is important for timely completion of work is unsatisfactory, the Engineer-in-charge shall notwithstanding that the general progress of work is satisfactory, after giving the Bidder **15 days'** notice in writing get the said work executed by employing other means including other labour / Bidder etc. and the Bidder will have no claim for compensation for any loss sustained by him owing to such action.
- 6.6 In case if any of the works under this contract are found unsatisfactorily by the Engineer in charge, the E in C shall either request the bidder to rectify the defect immediately or at his discretion may have it done by others (vendor or contractor) and deduct the actual amount incurred as per market rate plus 15 % extra incurred in such works from the bidders.
- 6.7 **Inspection and Tests:** Except as otherwise provided in here of all material and workmanship if not otherwise designated by the specifications shall be subject to inspection, examination and test by the Engineer-in-Charge at any and all times during manufacture and/or construction and at any/all places where such manufacture or constructions are carried on. The Engineer-in charge shall have the right to reject defective materials and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with the proper material without charge thereof and the Bidder shall properly segregate and remove the rejected material from the premises. If the Bidder fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship the Engineer-in charge may replace such material and/or correct such workmanship and charge the cost thereof to the Bidder.
- The Bidder shall be liable for replacement of defective work up to the time of completion of DLP in accordance with the conditions of contract of all work to be done under the contract. The Bidder shall furnish promptly without additional charge all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-Charge. All inspections and tests by the departments shall be performed in such a manner as to not unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not kept ready by the Bidder at the time of inspection.
- 6.8 **Removal of temporary work, Plant & Surplus materials:** Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in writing, the Bidder shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, all plant and surplus materials, and all rubbish and debris for which he is responsible to the satisfaction of Engineer-in-Charge.
- 6.9 **Possession prior to completion:** The Engineer-in-Charge shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.
- 6.10 **Damage to works:** The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the Bidder until the completed work has been delivered to the Engineer-in- Charge and till completion certificate has been obtained from the Engineer in- charge. Until such delivery of the completed work, the Bidder shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss, damages and in the event of the same or any part there of being lost or damaged, he shall forthwith reinstate and make good such loss or damages at his own cost.

- 6.11 **Examination and tests on completions:** On the completion of the work and not later than three months thereafter, the Engineer-in-charge shall make such examination and tests of the work as may then seem to him to be possible, necessary or desirable, and the Bidder shall furnish free of cost any materials and labour which may be necessary thereof and shall facilitate in every way all operations required by the Engineer-in-Charge, in making examination and tests.
- 6.12 **Climatic Conditions:** The Engineer-in-Charge may order the Bidder to suspend any work that may be subject to damage by climatic conditions and no claims of the Bidder will be entertained by the department on this account.
- 6.13 As per the Ministry of Environment and Forest Guidelines 2010 and Ministry of Urban Development notifications, the Site area shall be protected from dust by fixing Green Fencing around the Construction site area.  
The Contractor is instructed to strictly adhere to the following at his own cost.
- a) Supply and Fixing Green barriers and wind breaking walls around their sites.
  - b) Cover tarpaulin on scaffolding around area of construction,
  - c) Do not store construction material, particularly sand, on any part of the street, roads in any colony,
  - d) Cordon the work area with proper fencing by other means with due consideration of safety of workers, public, etc.
  - e) Dust emissions from construction site are controlled.
  - f) Sprinklers should be compulsorily used at the site and Wet jets in grinding and stone cutting must be used.
  - g) The work area shall be well illuminated during nights.
- 6.14 **Safety regulations:** During the entire contract period, while carrying out this works indicated in this tender, the Bidder will ensure compliance of all safety regulations as provided in the Safety Code (Annexure - D). The bidder will be responsible for safety of the works.
- 6.15 **The Bidder will make his own arrangement:** for supply of Water, Light & Power for his works and labour camps etc.: The Bidder will make his own arrangement for supply of water, light and power for his works and labour camps etc. The department will not entertain any claim what so ever for any failure or break down etc. in supply of to the Bidder. The Bidder will supply and fix his own tested meter of the approved make but the meter will be kept in the custody of the department.
- 6.16 **Interference with other Bidders:** The Bidder must not interfere with other Bidders who may be employed simultaneously or otherwise by the department at the Site. He will at no time engage departmental labour or that of other Bidders without the written permission of the Engineer-in-Charge. **Bidder is fully responsible for cause of damages of the adjoining works of different works at site and the same cost of rectification of damages shall be recovered from the Bidder as per Engineer In-charge instructions.**
- 6.17 **Regulations and bye laws:** The Bidder shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify FSCL, against any claim or liability arising from or based on the violation of any such laws, safety, theft, ordinance, regulation, orders, decrees etc.
- 6.18 **Site Order Book:** A site order book shall be kept in the departmental office at the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the departmental officers in direct charge of the work and the Bidder or his representatives. In the important cases the CEO or TA/GM/DGM of FSCL will countersign the entries which shall except with the written permission of the TA and the Bidders or his representative shall be bound to take note of all instructions meant for the Bidder as entered in the site order book without having to be called for separately to note them. The Engineer-in-charge shall submit periodically copies of the remarks of the site order book to the CEO, FSCL for record and to the Bidder for compliance and report.
- 6.19 **Conversion of units:** Whenever in the contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted in to metric system units by applying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and the Bidder will have to accept the figures so derived without any claim or compensation whatsoever.
- 6.20 **Rights of other Bidders and persons:** If, during the progress of the work covered by this contract, it is necessary for other Bidders or persons to do work in or about the site of work, the Bidder shall afford such

facilities, as the Engineer-in-charge may require.

- 6.21 **Employment of technical persons:** The Bidder shall employ or produce evidence of having in his employment a qualified technical person not below the rank of a Graduate Engineer from an Institution recognized by the Government of Haryana / Govt. of Other State / Govt. of India.
- 6.22 The above is the minimum requirement of Manpower. However contractor shall access the actual requirement and deploy the necessary manpower. The bidder shall include the cost of extra manpower if required in the Operation & Maintenance cost. No extra cost will be paid for deployment of extra manpower if required.
- 6.23 The technical staff shall be got approved in writing from the Engineer (whose approval may be withdrawn any time) for supervision of works and to receive direction from the Engineer of the work on behalf of the contractor. The supervisory staff of the contractor will not be changed without the approval of the Engineer.
- 6.24 FSCL holds the right to generate the revenue and collect from the STP Plant. Contractor shall not claim any revenue generated from the STP plant.

**6.25 ADVANCES TO BIDDERS:**

**No Advance either Mobilization or Secured amount will be paid to the bidder.**

- 6.26 Escalation: No escalation whatsoever shall be paid.
- 6.27 Ground water level variation: It is liable to vary. No claim due to variation of low water level shall be entertained.

**DETAILED PAYMENT SCHEDULE:**

6.28 Schedule of running payment:

1. The Contractor shall submit running bills by 3<sup>rd</sup> of the every month. The payment will be based on the works billed in the Monthly running bills as per Annexure – IX in volume –II.
2. The Contractor representative and the FSCL staff shall collectively measure the quantities claimed in the Monthly bill.. The Monthly bill will be paid upon approval of the measurement from the FSCL.

**Notes: [For 6.28]**

1. The payments as indicated above are for complete works.
2. The Engineer in Charge may provide Adhoc payments to the contractor. However, the Adhoc payments shall be in proportion to the works executed and in no case shall it be more than the percentage stipulated for each phase in the payment schedule. The Engineer in Charge shall estimate the work done as per the milestones provided in the payment schedule and decide upon the proportion of executed works.
3. The milestones indicated above are for payment purpose and may therefore not indicate all items that have to be executed as part of the works under this tender. The payments for all such items, even though not explicitly mentioned above, shall therefore be deemed to have been included in the schedule mentioned above and no separate or additional payments whatsoever shall be made.
4. The Engineer in Charge shall verify the sum of all Adhoc payments made to the contractors and deduct the excess amount if paid over the stipulated percentage for milestones as provided in the payment schedule.
5. The Engineer- In-Charge, FSCL may require the Bidder to extend the validity period of the Bank Guarantee(s) for such period which he considers it proper and the Bidder shall extend the validity period of such Bank Guarantee accordingly, if the Bidder fails to extend the period accordingly, the Engineer-In-Charge, FSCL may encash the B.G. before the expiry of the validity period.
6. The Bidder shall carryout all necessary rectifications of defects noticed, caused due to any reasons at his own cost within such reasonable period as mentioned in such communication notice from the Engineer-in-Charge, FSCL to him.
7. Failure of Bidder to rectify the defects properly in the given period, it shall be open for the Engineer-In-Charge, FSCL to get the defect(s) rectified either departmentally or through other agency (Without calling any tender / Quotation) and recover the actual amount incurred as per market rate plus 15 % (Fifteen per cent) of such cost from the Bidder from any sum, in any form available with the department.

8. During the Constuction and O & M period, If the Bidder or his work people shall break, deface, injure or destroy any part of building in which they may be working or any building road curbs, fences, enclosures, water pipes, cable\s, drains, electric or telephone posts or wires, trees, grassland cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever, or any imperfections become apparent in it within three months( Six month in the case of road works) after a certificate final or otherwise or its completion shall have been given by the Engin eer-In-Charge as aforesaid the Bidder shall make good the same at his own expense or in default the Engineer-In-Charge may cause the same to be made good by other work men and deduct the expense of which certificate of the Engineer-In-Charge shall be final) from any sum that may be then or at any time thereafter, may become, due to the Bidder or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.
9. Proportional part payment may be made for incomplete items of work. These part payments shall be at the sole discretion of the Engineer-In-Charge of the Project.
10. The Bidder/Bidder shall give in advance authority letters(s) in favour of the Engineer-In-Charge of the Project authorizing him to get all Banks' Fixed deposit security, Bank Guarantees (either normal security deposit and or for performance security) to get these Bank Receipts and Guarantee deeds verified and confirmed from the concerned Bank. It will be only after getting such confirmation that the Engineer-In-Charge of the Project shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.
11. The Bidder shall not remove minor mineral from borrow areas/ Quarries without prior payment of Royalty charges.
12. Extra work and rebate: Extra /Rebate work arising out of this contract shall be valued at HSR rate. If the rates are not available at HSR then the rate for such items shall be worked out by the Bidder in consultation with the Engineer-in-charge and approved by the Chief Executive Officer, FSCL. Such approval of rate[s] must invariably be obtained before taking-up of execution of such item[s] of work. This approved rate shall be final and binding on the Bidder.

**Additional Special Conditions**

13 Contractor is advised to read carefully all chapters and give complete information regarding his proposals, substantiating the same with calculations, drawings literature, with clear reference to any standards adopted (which are not mentioned in the tender), in such manner that there is no ambiguity or nothing is left to chance. All relevant information, so as to make the proposal understandable shall be given. Vague remarks and remarks like “will be given later” are not acceptable. If in the opinion of the engineer, the proposal is grossly incomplete, this will form sufficient reason for complete rejection of the tender on technical grounds.

14 Contractor shall note that this is a lump sump rate tender. The bidder shall give rate for complete work. However his proposals are subject to scrutiny and approval for unit wise / sub unit wise progressive payments by the competent authority. He shall therefore take utmost precaution to offer very standard equipment manufactured by only reputed manufacturers (wherever the makes are specified, the same shall be offered).However the bidder should note that after the tenders are opened, all modifications, corrections, changes should be carried out entirely to the satisfaction of the Engineer-in- Charge at no extra cost to FSCL. The contractor shall not be allowed to change the price quoted.

15 The contractor is fully responsible for repair and replacement of all the equipment supplied at STP up to O&M period of five year including defect liability period 3 month trial run period of during the period no extra cost of the same shall be paid by the FSCL.

16 All the equipment installed shall be thoroughly tested at the time of commissioning of the plant and all initial defects shall be rectified to the entire satisfaction of the engineer. Damaged or non-working parts shall be replaced at no extra cost to FSCL.

17 **Training of the FSCL, staff before Handling over the Equipment/Instruments.**As there is fair amount of automation specified, there will be very large number of small components, which form units of equipment. In order that the FSCL staff engaged on operations and maintenance becomes proficient in understanding and handling the equipment correctly, the contractor will have to organize training programme in the manufacturers' shops as well as on site during actual operation of the plant.For this purpose he will have to employ suitably qualified, trained personnel to carry out this training. The training period is for 7 days after commissioning of the plant or for such extra period before commissioning in the workshops.A mutually agreed programme shall be formulated during the execution, which will be binding on the contractor.

18 **Third Party Inspection:** -FSCL reserves the right to appoint any organization/ institution for checking of design, & quality & quantity checks of works during currency of the contract including Operation & Maintenance period & no additional cost shall be payable by FSCL on this account

19 The overall development of site at which 10 MLD STP shall be constructed inclusive of roads, horticulture, lights and other utilities services such as water supply, sewerage, drainage etc. shall be provided by contractor agency as per drawings approved by FSCL.

20 Specifications and particular specifications mean the regulating guidelines contained in the Haryana PWD, PHED specifications, Manual on Sewerage & Sewage Treatment published by the Central Public Health and Environmental Engineering Organization (CPHEEO) under the Ministry of works and Housing. Indian Standard specifications and codes, all of latest editions and those contained in the tender documents and also those based on good engineering practices.

21 The Bidder shall liable for all statutory clearances inclusive from Haryana Pollution Control Board for execution and till operation period of STP

22 Bidder shall liable all consequences arise there upon not meeting the required parameters or closure of STP on any account.

#### **Project Management Consultancy:**

**23 OBJECTIVE** The objective of this Consultancy (the "Objective") is to assist the FSCL in implementation of the Project till the successful completion and handing over of all works to the FSCL and comprehensively supervise the works and activities carried out by the Bidder(s) as "Engineer's Representative" under the respective contract(s) in a manner that would ensure:

- a. Total compliance of technical specifications and various other requirements contained in the respective contracts by the Bidder(s);
- b. High standards of quality assurance system in the Consultancy as well as the works and activities of the Bidder(s);
- c. Comprehensive and documented reporting to the FSCL of Consultant's own activities, progress of the Project(s) and compliances/ non-compliances by the Bidder(s);
- e. Proper verification of measurements and bills submitted by the Bidder(s) so that payments made by the FSCL against these bills truly reflect the actual work done at site complying with the requirements of the respective contract(s);
- f. proper interface and coordination among the FSCL, Bidder(s), other Bidders/ Bidders and local bodies/ state government; and
- g. Full documentation of the completed works including applications for various approvals.

The objectives of the PMC is not limited to the above, CEO of FSCL have discretion implement other objectives or the completion of the project.



**SECTION 7:**  
**DESIGNS**  
**AND**  
**SPECIFICATIONS**

**PLEASE REFER VOL - II**

## SECTION 8: ANNEXURES

### PART A: Annexure A to O

#### ANNEXURE- "A"

#### MODEL RULES RELATING TO LABOUR, WATER SUPPLY AND SANITATION IN LABOUR CAMPS

Note: These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to Standards in Permanent or semi-permanent labour camps should not obviously be lower than those for temporary camps.

- 1. Location:** The camp should be located in elevated and well drained ground in the locality.
- 2. Labour:** Huts are to be constructed for one family of 05 persons each. The layout is to be shown in the prescribed sketch.
- 3. Hut line:** The huts to be built of local materials. Each hut should provide at least **20 Sqm.** of living space.
- 4. Sanitary facilities:** There shall be provision of latrines and urinals at least **15 M** away from the nearest quarter separately, for men and women specially so marked.
- 5. Latrines:** Pit provided at the rate of 10 users or three families per set. Separate Urinals as required as the privy can also be used for this purpose.
- 6. Drinking water:** Adequate arrangement shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged. Where supply is from intermittent sources, an overhead covered storage tank shall be provided with a capacity of five litres per person per day. Where the supply is to be made from a well it shall conform to the sanitary standards laid down in the report of the Rural Sanitation Committee. The well should be at least 30 meters away from any latrine or other sources of pollution. If possible a hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and quality of water should be got tested at Public Health institution between each work of disinfection. Washing and bathing should be strictly prohibited at places where water supply is from a river. The daily supply must be disinfected. In the storage reservoir and given at least 3 minutes contact with the disinfectant before it is drawn for use.
- 7. Bathing and Washing:** Separate bathing and washing place shall be provided for men and women for every **25 persons** in the camp. There shall be a gap and space of **2 Sqm.** for washing and bathing. Proper drainage for waste water should be provided.
- 8. Waste disposal:** Dustbins shall be provided at suitably place in camp and the residents shall be directed to throw all rubbish into these dustbins. The dustbins shall be provided with covers. The contents shall be removed every day and disposed of by trenching or through Municipal solid waste disposal system, if the same exists.
- 9. Medical facilities.**
  - a) Every camp where **1000 or more persons** reside shall be provided with full time doctor and dispensary. If there are women in the camp a full time nurse shall be employed.
  - b) Every camp where less than 1000 but more than 250 persons reside shall be provided with dispensary and a part time nurse/midwife shall also be employed.
  - c) If there are less than 250 persons in any camp a first aid kit shall be maintained by the in- charge of the whole time persons. All medical facilities mentioned above shall be for all residents in the camp, including a dependent of the workers, if any, free of cost. Sanitary Staff: For each labour camp there should be qualified sanitary Inspector & Sweepers should be provided in the following scale:
    1. For Camps with strength over 200 One Sweeper for every 75 persons but not exceeding 500 persons above the first 200 for which three sweepers should be provided.
    2. For camps with strength over 500 One sweeper for every 100 persons above the first 500 for which six Sweepers should be provided.

## ANNEXURE – “B”

### **COMPLIANCE WITH LABOUR REGULATIONS**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or the Central Government or the local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rule/regulations including amendments, if, any on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952 :- The Act Provides for monthly contributions by the Employer per workers @ 10% or 8.33%. The benefits payable under the Act are:
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.

- (iii) Payment of P.F. accumulation or retirement/death etc.
- d) Maternity Benefit Act 1951 :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970 :- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate or Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936 :- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979 :- The Act provides for payments of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: - Deleted
- j) Industrial Disputes Act 1947 :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946 :- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926 :- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 or more inter-

state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948 :- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

**Annexure C-I:**

**(Irrevocable Bank Guarantee Bond) (GUARANTEE BOND)**

(In lieu of performance Security Deposit) (To be used by approved Scheduled bank)

**PERFORMANCE BANK GUARANTEE**

To

Faridabad Smart City Limited, B K Chowk, NIT,  
Faridabad, Haryana - 121001

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Tender and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**Annexure C-II**

**To,**

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

Dear Sir,

We enclose Demand Draft / Bank Guarantee/Cash Certificate other similar instrument no. .... for  
..... in favour of ..... Designation of the Officer concerned in lieu of deposits  
required from ..... for the due fulfilment by him/them of the terms of Bidder  
dated..... for during the period ..... commencing from ..... there of if any.

Yours faithfully,  
For and on behalf.

**ANNEXURE-D**  
**SAFETY CODE**

**1. Scaffolding:**

(i)

carrying materials as well suitable foot holes and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $\frac{1}{4}$  Horizontal and 1 vertical).

(ii) Scaffolding or staging more than 12 M above, the ground floor swung or suspended from an overhead support or erected with stationer/support shall have a guard rail property attached, bolted, braced or otherwise secured at least 1 meter high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside the ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building of structure.

(iii) Working platform gangways and stairway should be so constructed that they should not away unduly or unequally and if the height of the platform of the Gangway or the stairway is more than 3.54 meters above ground level and or floor level they should be closely bearded, should have adequate width and should be suitably fenced as described (ii) above.

(iv) Working platform be provided with suitable means to prevent the falling of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 meter.

(v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable ladder shall be over 9 meter in length while the width between side rails in ring ladder shall be in no case be less than 0.3 meters from ladder up to and including 3 meter length. For longer ladders this width should be increased at least 2 cm. For each additional meter of length. Uniform step spacing shall not exceed 0.3 M adequate precaution shall be taken to prevent danger form electrical equipment. No material on any of the work site shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Bidder shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit action or other precautions of law that may be brought by any person for injury sustained owing to neglect of the above and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person or which may with consent of the Bidder be paid to compromise by any such person.

**2** Excavation and Trenching: All trenches 1.2 meter or more in depth, shall at all times be supplied with at least one ladder for each 30 Meter in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 meter above the surface of the ground. The side of trenches which are 1.5 meter or more in depth shall be stepped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides to collapse The excavated materials shall not be placed within 1.5 meter of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

**3** Demolition: Before any demolition work is commenced and also during the process of the works.

(a) All roads and open area adjacent to the work site shall either be closed or suitably protected.

(b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

(c) All precautionary steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooring. No floor roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.

**4** Painting: All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of person employed on the site and maintained in a condition suitable for immediate use and the Bidder should take adequate steps to ensure proper use of equipment by those concerned.



- a) Workers employed on mixing asphaltic materials cement lime mortars shall be provided with protective footwear and protective goggles.
- b) Stone brackets shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
- c) Those engaged in welding works shall be provided with welder's protect.
- d) When workers are employed in sewers and manholes which are in use, the Bidders shall ensure that the manhole covers are open and are ventilated at least for an hour before the work shall be coronet off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- e) The Bidder shall not employ men below the age of 19 and women on the work of painting with products containing lead in any form whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
- f) No paint containing lead or lead shall be used except in the form of paste or readymade paint.
- i) Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubble and scrapped.
- ii) Overhauled shall be supplied by the Bidder to the workman and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.

5. Drawing: When the work is done near any place where there is risk a drawing of all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.

6. Every crane driver or hosing equipment operator shall be properly qualified and should not have any personal disorder. Such person must be of a minimum age of 21 years.

a) In case of every hoisting machine and every chain ring lowering or as means of suspensions. The safe working load shall be ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for load purpose of testing.

b) In case of departmental machine the safe working and load shall be notified by the Electrical Engineer-in-charge. As regarded Bidder's machine the Bidder shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings any machinery to site of work and get verified by the Electrical Engineer concerned.

c) Motors, gearing transmission, Electric wiring and other dangerous part of the hoisting appliance should be provided with efficient safe guards and with such means as well reduce adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load be coming accidentally displaced When workers employed on Electrical installations which are already unregistered insulating mats wearing apparel such as gloves sleeves and boots as may be necessary should be provided the workers should not wear rings, watches and carry keys, or other materials which are good conductors of electricity.

7. All scaffolds, ladders and their safety device mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

8. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at prominent places at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Bidder.

9. To ensure effective endorsement of the rules and regulations relating to safety precautions the arrangement made by the Bidder shall be open to inspection by the Labour Officer, Engineer-in-charge, or the Department or their representatives.

10. Notwithstanding the above clause (1) to (9) there is nothing in these three except the Bidders to exclude the operations of any other act or rule in force in the Republic of India.
11. The bidder has to place the safety sign board in the work area which should be properly visible to prevent any accident.
12. The bidder has to take 3<sup>rd</sup> party Insurance of the work area, equipment(s), Tools and Tackles.
13. The bidder shall keep the Safety Engineer / Officer who shall take care for safety related issues and shall be present on work area on full time basis during construction work.

**ANNEXURE – E**

List showing the name of near relative working in FSCL as required vide

| <b>S. No.</b> | <b>Name of Officers working in FSCL,</b> | <b>Relationship with self</b> | <b>Name of Person working with the Bidder who are near relative to officer mentioned in column(2)</b> | <b>Relationship</b> |
|---------------|------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------|---------------------|
| <b>1</b>      | <b>2</b>                                 | <b>3</b>                      | <b>4</b>                                                                                              | <b>5</b>            |
|               |                                          |                               |                                                                                                       |                     |
|               |                                          |                               |                                                                                                       |                     |
|               |                                          |                               |                                                                                                       |                     |
|               |                                          |                               |                                                                                                       |                     |
|               |                                          |                               |                                                                                                       |                     |
|               |                                          |                               |                                                                                                       |                     |
|               |                                          |                               |                                                                                                       |                     |

## ANNEXURE-F

### GENERAL SPECIFICATION

1. The successful Bidder shall carry out the work for ABD area as per the approved drawings which shall be provided by FSCL. All norms of IS/NBC shall be fully complied. Before commencing construction work the successful bidder shall submit the construction plan to FSCL. The Authority shall study all such submissions and either approve the same or provide its suggestions or comments on the submissions. The successful bidder shall duly incorporate all such suggestions or comments, and if required by the Authority, and make fresh submissions to the Authority for approval. In no case shall any work be commenced by the successful bidder before obtaining all necessary approvals from the Authority. The bidder shall always commence the construction work as per Approved drawings provided by FSCL.

All designs must fully take into account conditions/terms stipulated in Section 2: Instruction to Bidders, Or any other conditions mentioned elsewhere in the Tender document.

2. It is to be noted that the works are in the ABD area of the proposed smart city and as such is prone to many challenges from the residents and users. The bidder shall cooperate with the FSCL in resolving the challenges.

3. The works shall be executed in such a way that it will not damage the existing facilities and the entire existing operations function normally.

#### **General Specifications:**

All material should be ISI mark / ISO 9000 accredited company or manufactured by Public sector/Govt. Owned Companies or of the firms of repute. However Govt. / Public Sector makes are preferred makes. It is necessary to mention make of equipment Bidder intends to use. If Bidder does not mention make, the Owner would be free to mention the make of his choice.

#### **Notes:**

1. Complete copies of the drawings & Designs must be submitted by the successful bidder for obtaining approval of the Authority before commencing works.

2. General specification for work following order of priority regarding specification for work shall be followed by the Bidder.

(i) Relevant B.I.S. Specification.

(ii) Specifications as may be given in writing by the Engineer-in-charge from time to time.

(iii) C P.W.D / Haryana P.W.D. specification/N.B.O./MORTH.

3. Nothing in these clauses, however, shall curtail the right of the "Engineer-In- Charge" to alter the specification for any part or whole of the work, if he considers it necessary in the interest of work. On all matters where there is a deference of opinion between the Bidder and the Engineer-In-Charge the matter will be referred to the Chief Executive Officer, FSCL whose decision will be final conclusive and binding on the Bidder.

4. The Bidder shall ensure the quality and workmanship of work as per approved drawings.

5. The existing development should not be damaged by the successful Bidder and he should hand them back as in original constructed condition.

6. Materials to be get approved before providing, execution and installation from the Engineer-in- charge. Further the bidder shall provide Ready Mix Challan clearly indicating the mix time, cement quantity, setting times, etc.

7. **The Bidder shall supply manufacturing certificates along with the supply of materials.**

**ANNEXURE G:**

**TESTING & SPECIFICATION OF MATERIAL**

**(To be read in continuation with details specified in Vol II)**

**FOR WORKS:**

i) Rates include the element of testing of samples of various materials brought by the Bidder for use in the work as per list of mandatory tests attached herewith. Frequency of such tests to be carried out shall not be less than the prescribed frequency. Bidder shall arrange a third party testing agency which shall be approved by the Engineer-in-charge. The tests shall have to be conducted by the Bidder's material under the supervision of Engineer-in-charge or his authorized representative. A record of such tests shall be maintained in a duplicate register at site of work Duplicate copies of such tests shall be submitted to office along with running account bills. The original register shall also be submitted along with the final bill. Failure to conduct any of the test or not up to the prescribed frequencies would invite following consequences. The Engineer-in-charge may reject the work, but if in his opinion the work can be accepted despite the aforesaid shortcomings, then he may do so subject to a recovery of money to be decided by the E in C for each default and simultaneously inform the Chief Executive Officer.

ii) Wherever applicable As regards steel reinforcement; TMT Steel – confirming to IS-1786:2008 shall be provided.

All reinforcement shall be free from loose mill scales, loose rust and coats of paints, oil, mud or other costing which may destroy or reduce bond.

Only such steel as is obtained from main producers of steel.

The Bidder shall have to produce Test Certificate in the Performa prescribed/ approved by B.I.S. from the manufacturer for every batch of steel brought to site of work.

Before commencement of use of steel, from any batch, brought to site of work by the Bidder, the Engineer-in-charge shall arrange to get samples tested for nominal mass, tensile strength, bend test and rebind test from any Laboratory of his choice at the cost of Bidder. The selection of test specimens and frequency shall be as per relevant I.S. Specification of steel to be used.

**iii)**

here, contract provides for cement to be arranged by the Bidder himself, only M25 Grade and above cement of relevant I.S. standard specifications shall be allowed to be used in the work subject to the following tests. The arrangement for necessary equipment and testing shall have to be made by the Bidder, himself at a site to be decided by the Engineer-in-charge. All expenses shall be borne by the Bidder. Any lot of cement brought to site by the Bidder would be permitted to be used in the work under the supervision of the Engineer-in-charge or his authority's representative. The record of the tests results shall be maintained in the register referred in subsequent Para.

**iv)**

| <b>Type of Test</b>                                                                        | <b>Frequency</b>                        | <b>Minimum</b> |
|--------------------------------------------------------------------------------------------|-----------------------------------------|----------------|
| a) Test for initial & final /setting time as per IS: 4031 (Part 5)-1988.                   | 1st Test for 10 tonnes or part thereof  | 10 tonnes      |
| b) Test for determination of compressive strength of cement as per IS: 4031 (Part 6)-1988. | 1st test for 50 tonnes or part thereof. |                |

A Duplicate register as per format hereunder shall be maintained at site of work. Extract certified copies of the entries for each month shall be submitted to the Engineer-in-charge by the Bidder. The original register shall also be submitted to the Engineer-in-charge on completion of the work by the Bidder.

| S. No | Place of receipt of cement | No. of bags | Name and Address of firm From whom Purchased | Signature of Bidder or his authorized representative | Signature of authorized representative of Engineer- in charge. | Results of test for initial and final setting time | Result of tests for compressive strength of cement | Remark |
|-------|----------------------------|-------------|----------------------------------------------|------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------|----------------------------------------------------|--------|
| 1     | 2                          | 3           | 4                                            | 5                                                    | 6                                                              | 7                                                  | 8                                                  | 9      |
|       |                            |             |                                              |                                                      |                                                                |                                                    |                                                    |        |

When the strength of concrete required is up to M-20, then O.P.C. conforming to I.S.: 269-2013 or PPC conforming to IS: 1498-1976 may be used.

When the strength of concrete required is more than M-20 but up M-30, the O.P.C. Conforming to IS: 8112-2013 shall be used.

Nominal mix would be adopted for Cement concrete M-7.5 M-10 and M-15. Design mix shall have to be adopted for concrete of higher strengths.

iv) If any item of work found to be substandard by the Engineer-in-charge who is the opinion that the same is structurally adequate and can be accepted at a reduced rate, then in such cases, the Engineer- in-charge shall have to submit proposals for appropriate reduction of rates supported by an analysis, in justification thereof, though a D.O. Letter to the commissioner to obtain his approval expeditiously (ordinarily within 15 days). The approved analysis along with orders of the Chief Executive Officer shall have to be appended to the bills of the Bidder.

v) The Bidder shall have to be provided a ruled duplicate register at site named "Site Order Book" it shall be in the custody of departmental supervisory staff. The Engineer-in-charge or his authorized representative may record their instruction in this book, which shall be noted by the Bidder or his authorized representative for compliance.

**vi) Ready mix concrete :The bidder shall have to supply the ready-mixed concrete on either of the following basis :**

i) Specified strength based on 28-day compressive strength of 15 -cm cubes tested in accordance with IS : 456-2000.

ii) Specified mix proportion.

**NOTE:** Under special circumstances and as specified the strength of concrete in (a) above may be based on 28-day or 7-day flexural strength of concrete instead of compressive strength of 15-cm cube tested in accordance with IS : 456-2000.

When the concrete is manufactured and supplied on the basis of specified strength, the responsibility for the design of mix shall be that of the manufacturer and the concrete shall conform to the requirements specified.

When the concrete is manufactured and supplied on the basis of specified mix proportions, the responsibility for the design of the mix shall be that of the purchaser and the concrete shall conform to the requirements specified.

**Pipes:** The length of pipes shall be measured in running meter nearest to a centimetre along the center line of the pipes over all fittings such as collars, bends, junctions etc. Fittings/specials shall not be measured separately.

**UPVC PIPES :** The pipes shall be round and shall be supplied in straight lengths with socketed ends. The internal and external surfaces of pipes shall be smooth, clean, free from groovings and other defects. The ends shall be cleanly cut and square with the axis of the pipe. The pipes shall be designed by external diameter and shall conform to IS:4985-1981 or IS:13592. The pipes shall be of Class-III; 6 Kg/sqm pressure rating or type B.

#### Fittings

Fittings shall be of the same make as that of pipes, injection moulded and shall conform to IS:14735.

| <b>List of mandatory Tests:</b>                                    |                                                                                                     |                                                          |                               |                                                                 |                                                                                                                                             |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Material</b>                                                    | <b>Test</b>                                                                                         | <b>Relevant IS code of testing</b>                       | <b>Field/ Laboratory Test</b> | <b>Minimum Quantity of material work for Carrying out test.</b> | <b>Frequency of Testing</b>                                                                                                                 |
| <b>1</b>                                                           | <b>2</b>                                                                                            | <b>3</b>                                                 | <b>4</b>                      | <b>5</b>                                                        | <b>6</b>                                                                                                                                    |
| Cement concrete or reinforced cement concrete not leaner than M-15 | Slump Test                                                                                          | IS: 1199                                                 | Field                         | 15 Cum more                                                     | 15 Cum or part there of frequently by Engineer In charge                                                                                    |
| Reinforced cement concrete                                         | Cube strength                                                                                       | For Building IS; 456, for bridges/ Culverts IRC: 21-1987 | Field                         | 15 Cum in slab 5 cum on Columns.                                | 15 Cum                                                                                                                                      |
| Steel ( arranged by the Bidder)                                    | a)Tensile strength                                                                                  | IS: 1608                                                 | Laboratory                    | 20 tonnes                                                       | Every 20 tonne thereof conforming to IS: 1786-1985 --do                                                                                     |
|                                                                    | b) Bend test                                                                                        | IS: 1599                                                 | Laboratory                    | -do-                                                            |                                                                                                                                             |
| Cement ( arranged by the Bidder)                                   | a) Test for Initial &Final setting.<br>b) Test for determination of compressive strength of Cement. | IS: 4031-Part 5                                          | Field                         | 10 tonnes                                                       | IS: 4031-1988                                                                                                                               |
|                                                                    |                                                                                                     | IS: 4031 Part 6                                          | Field                         | 50 tonnes                                                       | -do-                                                                                                                                        |
| Sand                                                               | a) Silt content.                                                                                    | IS:2386 Part III                                         | Field                         |                                                                 | Every 20 cum or part or more frequently as by the Engineer-in charge. Every 20 Cum or part or more frequently as by the Engineer-in charge. |
|                                                                    | b) Particle size distribution                                                                       | IS: 2386 Part I                                          | Field                         |                                                                 |                                                                                                                                             |
|                                                                    | c) Bulking of sand                                                                                  | IS: 2386 Part III                                        | Field                         |                                                                 |                                                                                                                                             |

**List of mandatory Tests:**

| Material                              | Test                                                                                                                        | Relevant IS code of testing             | Field/ Laboratory Test                                                                           | Minimum Quantity of material work for Carrying out test. | Frequency of Testing                                                                                              |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| 1                                     | 2                                                                                                                           | 3                                       | 4                                                                                                | 5                                                        | 6                                                                                                                 |
|                                       |                                                                                                                             |                                         |                                                                                                  |                                                          | -do                                                                                                               |
| Stone Aggregate                       | a) Percentage of soft or deleterious material.                                                                              |                                         | Central visual inspection, laboratory test where required by the Eng.-in-charge Or as Specified. | 0.00 Cum                                                 | As required Engineer-in-charge.                                                                                   |
| Ready Mixed Cement (IS-4926) concrete | Cube test                                                                                                                   | IS 516 and as per 6.3.2 of IS 4926-2003 | Lab                                                                                              | 50 Cum                                                   | On eper every 50 cum of production or every 50 batches, whichever is greater frequency                            |
| RCC Spun Pipes ( NP-3 class)          | a) ater test and leak test at joints                                                                                        |                                         | visual inspection                                                                                | Water test with minimum head 1.2m and maximum 1.8 m      | Check for head drop in the pipe for duration of 2 hrs. Check for the leakages at Joints.                          |
| Water for construction purposes       | Ph value Limits of acidity percentage of soilds choliorides suspended matter sulphates in organic soilds and organic soilds | IS 3025                                 | Lab                                                                                              | Water from each source                                   | Before commencement of work & there after mandatory-Once in 3 months from each source,Municipal supply - Optional |



**List of mandatory Tests:**

| <b>Material</b> | <b>Test</b>                                                                                                                                                                                                                                                                                                              | <b>Relevant IS code of testing</b> | <b>Field/ Laboratory Test</b> | <b>Minimum Quantity of material work for Carrying out test.</b> | <b>Frequency of Testing</b>                                                              |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>1</b>        | <b>2</b>                                                                                                                                                                                                                                                                                                                 | <b>3</b>                           | <b>4</b>                      | <b>5</b>                                                        | <b>6</b>                                                                                 |
| UPVC pipes      | Entire drainage system shall be tested for water tightness and smoke tightness during and after completion of the installation. No portion of the system shall remain untested. Contractor must have adequate number of expandable rubber bellow plugs, manometers, smoke testing machines, pipe and fitting work tests, |                                    | Visual inspection             | Water test with minimum head 1.2m and maximum 1.8               | Check for head drop in the pipe for duration of 2 hrs. Check for the leakages at Joints. |

**ANNEXURE-H**

**AFFIDAVIT (SELF CERTIFIED)**

(On company's Original Letter head)

I, Mr/Ms.....S/o / D/o.....  
Aged.....years.....(Address.....  
.....)  
.....)

(For and on behalf of .....),

**I hereby certify that ESIC does not apply for our Firm.**

(.....)

Authorized signatory / for and on behalf of

.....

(Affix seal)

## ANNEXURE-I

### POWER OF ATTORNEY

(On Rs. 100 Stamp Paper duly notarized on all pages)

Power of Attorney for Authorized Representative

The firm M/s.....authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the \_\_\_\_\_, to issue and receive correspondence related to all matters of the tender “-----”. We / M/s \_\_\_\_\_ undertake the responsibility due to any act of the representative appointed hear by.

#### **For Partnership Firm's**

| S .No. | Name of All Partner                                 | Signature of Partner with Seal |
|--------|-----------------------------------------------------|--------------------------------|
| 1      |                                                     |                                |
| 2      |                                                     |                                |
| 3      |                                                     |                                |
| 4      | Name and Designation of the person Authorized       |                                |
| 5      | Attested Signature of the Authorized Representative |                                |

#### **For Limited Firm's**

|                                                         |  |
|---------------------------------------------------------|--|
| Name and Designation of the person Authorized           |  |
| Firm                                                    |  |
| Address                                                 |  |
| Telephone No.                                           |  |
| Mobile No.                                              |  |
| Authority By which the Powers is delegated              |  |
| Attested Signature of the Authorized Representative     |  |
| Name and Designation of person attesting the signatures |  |

**ANNEXURE-J**

**Format for Joint Bidding MOU for Consortium**  
(To be executed on Stamp paper of (appropriate value))

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

**AMONGST**

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

**AND**

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

**AND**

3. { ..... Limited, and having its registered office at .....} (hereinafter referred to as the "**Third Part**" which expression shall unless repugnant to the context include its successors and permitted assigns)

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

**WHEREAS,**

A. FARIDABAD SMART CITY LIMITED, established under the companies Act 2013, represented by its Chief Executive Officer and having its principal offices at Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35, Sector 20A, Faridabad, Haryana - 121001, (hereinafter referred to as the "Authority" which expression shall. Unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids") by its BID No..... date..... (the "BID") for award of contract for (Name of the Project \*\*\*\*\*) on Annuity Payment Mode (the Project").

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the BID document and other bid documents in respect of the Project, and

C. It is a necessary condition under the BID document that the members of the Consortium shall enter into a Joint Bidding MOU and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED** as follows

**1. Definitions and Interpretations**

In this MOU, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the BID.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a Consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

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

**3. Role of the Parties**

The Parties hereby should declare their respective roles and responsibilities that shall be undertaken during the course of the contract period in their BID's.

#### 4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the BID.

#### 5. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MOU;
- (b) The execution, delivery and performance by such Party of this MOU has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this MOU for the delegation of power and authority to execute this MOU on behalf of the Consortium Member is annexed to this MOU, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other Applicable organizational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or Prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this MOU;
- (b) This MOU is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this MOU.

#### 8. Termination

This MOU shall be effective from the date hereof and shall continue in full force and effect until the completion of the work in accordance with the Contract MOU, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the MOU will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

#### 9. Miscellaneous

- 9.1 This Joint Bidding MOU shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this MOU shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
LEAD MEMBER by: SECOND PART

SIGNED. SEALED AND DELIVERED

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of  
THIRD PART

For and on behalf of  
FOURTH PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
Notes:

I. The mode of the execution of the Joint Bidding MOU should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents or the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding MOU should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this MOU for the delegation of power and authority to execute this MOU on behalf of the Consortium Member.

3. For a Joint Bidding MOU executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**ANNEXURE-K**

**Format for Power of Attorney for Lead Member of Consortium**

---

Whereas the Faridabad Smart City Limited (FSCL) ("the Authority") has invited bids from interested parties for the (Name of the Project \*\*\*\*\*). ("the Project").Whereas, and..... (collectively the " Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the BID and other connected documents in respect of the Project, and

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

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

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ..... 20.....

For.....  
(Signature, Name & Title)

For.....  
(Signature, Name & Title)

For.....  
(Signature, Name & Title)

Witnesses:

- I.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, (any, laid down by the applicable law and the charter documents of the executant(S) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney .for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy (if it carries a conforming Appostille certificate.*



**ANNEXURE - L  
FORMAT FOR LETTER OF AWARD**

From

Chief Executive Officer,  
Faridabad Smart City Limited  
Faridabad.

To

*(Name & Address of Contractor)*  
-----,  
-----  
-----

Memo No. -----

Dated: -----

**Subject:** *(Name of Work)*- **Letter of Awards.**

**Reference:** *Tender No. & Date.*

This is to notify you that in accordance to RFP Clause No. 25.1, your Bid dated.....for (Name of Work) @Rs. ----- (*In Words -----Only*)(The above rate is inclusive of GST) is hereby accepted by CEO, FSCL. You are requested to sign a copy of the acceptance letter and forward to us.

You are hereby requested to furnish Performance Security, in the form and period detailed in terms of Clause 1 of GCC for an amount equivalent to (*Rs. In Figure-----*) within seven days of the receipt of this letter of acceptance and sign the agreement in accordance with clause 27.3 of ITB , failing which action as stated in clause 13.5 of ITB will be taken.

The tender has been accepted subject to the Scope of services and terms & conditions indicated in the RFP.

Deputy General Manager  
For: Chief Executive Officer,  
Faridabad Smart City Limited

Copy to:-  
All concerns

**ANNEXURE - M**  
**FORMAT FOR AGREEMENT**

This agreement entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2018 at Faridabad between Faridabad Smart City Limited (FSCL) a Special Purpose Vehicle which was incorporated on Twentieth day of September Two Thousand sixteen under the Companies Act, 2013 and represented by its Board of Directors (hereinafter referred to as “the Employer” which expression shall mean and include, wherever the context so requires or admits, its assigns, nominees, successors-in-interest and administrators)

**And:**

*(Name of the Bidder)* having its registered office *(Address of Bidder)* represented here in by its Authorised Signatory *(Name and Address)* (hereinafter referred to as “the Contractor”, which expression shall mean and include, wherever the context so requires or admits, its successors-in-interest, administrators and executors)

WHEREAS the Employer is desirous that the Contractor execute works “Construction of Smart Park with operation and maintenance of 5 years including with a Defect Liability Period of Two Years” as specified in the Contract Document /RFP(hereinafter called “the Works”) at a cost of INR *(In words.....Only)* (Rs. *In Figure*). The rates quoted by the Contractor shall be deemed to be inclusive of the GST and other levies, royalty, Labour Cess, Toll Tax, if any, that the Contractor will have to pay for the performance of the Contract, together with all general risks, liabilities and obligations set out or implied in the Contract. The duration of the work will be *(Duration )* months including rainy season from the date of issue of work order or date stipulated in the work order.

NOW THIS AGREEMENT WITNESSTH as follows:

- 1 In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract including all the documents which shall be deemed to form and be ready and construed as part of this Contract Agreement hereinafter referred to.
- 2 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein conformity in all aspects with the provisions of the contract.
- 3 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 4 The Contractor shall perform all the works specified in the Contract Document/ Tender within the stipulated time period and shall ensure the compliance of labour legislation, environment laws and all other applicable laws.
- 5 The following documents shall be deemed to form and be ready and construed as part of this Contract Agreement viz.
  - i) Letter of Acceptance
  - ii) Contractor/s Bid as quoted
  - iii) RFP documents including conditions of contract (General and Special), Drawing and Specifications , Bill of Quantities, all corrigendum and pre-bid responses, etc. and

- iv) Any other document listed in the RFP.
- v) All the correspondence exchanged, if any between the Employer and the Contractor after receipt of bids till signing of agreement.

- 6 The bidder shall indemnify the FSCL and its Project Management Consultant staff on all accounts from all aspects while performing the scope of services of this project.
- 7 Any amendment and/or modifications to this agreement shall be valid and binding on either party, only if such amendment/modification is mutually agreed to in writing and executed by both parties.
- 8 If any provision contained herein should be held unlawful, becomes incapable of performance by either party, is rendered void or unenforceable for any reason, that provision shall be severed from this agreement and the other provisions shall continue to be valid and performed, as if the severed provision was never a part of this agreement.
- 9 If any provision is not contained herein or in tender document specifically, the same shall be dealt with in accordance with the decision of the Employer and binding on either party.

**10 NOTICES**

All notices required to be given under this agreement shall be deemed to be sufficiently given if they are forwarded by registered post A.D./hand delivery with acknowledgment to:

The Chief Executive Officer,  
**Faridabad Smart City Limited**  
Nain Sadan, 3<sup>rd</sup> Floor, Plot No. 35  
Sector 20 A, Behind EF3 Mall  
Near Old Faridabad Metro Station  
Faridabad – 121 001  
Haryana.  
Email : faridabadsmartcitylimited@gmail.com

The Contractor at:

Name and Address of contractor

-----  
-----

- 11 This agreement shall be constructed and interpreted in accordance with the laws of India. The courts at Faridabad alone, to the exclusion of all other courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this Agreement.

**THE ORIGINAL OF THIS AGREEMENT SHALL BE WITH THE Employer AND THE SIGNED DUPLICATE OR XEROX COPY OF THE AGREEMENT SHALL BE HANDED OVER TO THE CONTRACTOR.**

**In witness** where of the parties hereto have here unto set their hands the day year first above written.

Signature

Deputy General Manager  
For Chief Executive Officer,  
Faridabad Smart City Limited

Signed and delivered by the CEO FSCL by the hands of (Name of the signatory), and Constituted attorney in the presence of

1.

2.

Signature  
Authorised Signatory(*Name*)

For M/s (Name of Contractor)

Signed and delivered by the hands of (*Name*), Authorised Signatory of (M/s Name of Contractor) in the presence of

1.

2.

**ANNEXURE - N**

**Issue of Notice to proceed with the work**

Date : -----

To,

-----  
-----  
-----

Dear Sir,

Pursuant to your furnishing the requisite performance security of **(Rs. In Figure )** and signing of the contract agreement for the work of “(Name of Work-----)” at a contract price of Rs. -----/- (In Words -----  
-----Only) inclusive of GST.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

The time allowed for carrying out the work is (Duration) months, including Rainy Season, to be reckoned from the date of written orders to commence the work as stipulated in clause 27.3 of ITB

Yours faithfully

Deputy General Manager  
For Chief Executive Officer,  
Faridabad Smart City Limited

**ANNEXURE - O**

**BID SECURITY - EMD (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ [NAME OF BIDDER] (hereinafter called “the Bidder”) has submitted his Bid dated \_\_\_\_\_ [date] for the work of \_\_\_\_\_ [name of Contract hereinafter called “the Bid”].

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_

[name of Bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ [name of Employer] (hereinafter called “the Employer”) in the sum of \_\_\_\_\_ \* for which payment well and truly to be made to the said employer the Bank itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2018 THE CONDITIONS of this obligation are;

If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid .

**OR**

If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:

- fails or refuses to execute the form of Agreement in accordance with the Instructions to Bidders, if required; or
- fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
- does not accept the correction of the Bid Price pursuant to Clause 23.

We undertake to pay to the Employer up to the above amount upon receipt of his first written

demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ \*\* days after the deadline for submission of Bids or such deadline is stated in the Instructions to Bidders or as it may be extended by the

Employer, notice of which extension(s) to the Bank hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

---

[Signature, name and address]

\* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 13.1 of the Instructions to Bidders.

\*\* 45 days after the end of the validity period of the Bid. Date should be inserted by the employer before the Bidding documents are issued.

Signaturer of Tenderer

ANNEXURE – P

AFORMAT FOR MEMORANDUM OF UNDERSTADING (MOU) FOR TECHNOLOGY TIE-UP AGREEMENT WITH QUALIFIED TECHNOLOGY PROVIDER

(To be made on Rs. 100/- non judicial stamp paper and duly notarized to be submitted along with technical bid)

This Technology Tie-up Agreement (herein referred as TTA) is entered into on date

..... by and between M/s ..... (Name of the Company/Bidder) (Hereinafter referred as ‘XXX’), a company incorporated under the Companies Act 1956/2013 or any amended act with a Registered Office at

.....  
.....

AND

M/s ..... (Technology Provider) (Hereinafter referred as ‘YYY’), a company incorporated under the Companies Act 1956/2013 or any amended act with a Registered Office at

.....  
.....

WITNESSETH

WHEREAS ‘XXX’ is in the business of turnkey execution of Water and Sewage / Wastewater Treatment Plants.

WHEREAS ‘YYY’ is in the business of Design, Engineering and Supply of Key Components for Sequential batch Reactor (SBR) Technology/membrane Bioreactor technology (MBR)/ or other proposed technology for Sewage Treatment Plants.



WHEREAS Guwahati Smart City Limited, Guwahati (Client) (Hereinafter referred as 'GSCL') has invited sealed tenders on prescribed Proforma from reputed and experienced agencies for development "Design, Build and Operate Sewage Treatment Plant, Ground Improvement and Allied Infrastructure works including Operation and Maintenance of STP for 5 (Five) Years in Borsola Beel, Guwahati" for Guwahati smart city. This Tie-up Agreement is executed specifically for the above mentioned work and cannot be used for any other Works/ Project.

AND

'XXX' is submitting its bid as lead partner and 'XXX' has decided to enter into an exclusive Tie-up Agreement with 'YYY' to engage them exclusively as Technology

Provider for the biological treatment section using Sequential batch Reactor (SBR)

Technology/membrane Bioreactor technology (MBR) or other proposed technology for Sewage Treatment Plant.

as a part of the above mentioned Work for which tenders are invited by

'GSCL'. Now, therefore both the parties hereto agree as follows:

- i. 'XXX' is submitting its bid only and exclusively with 'YYY'.
- ii. 'YYY' will be the Technology Provider to 'XXX' for the Sequential batch Reactor (SBR) Technology/membrane Bioreactor technology (MBR) to be used for in the biological treatment section of the STP.
- iii. 'YYY' shall provide following Services and Equipments to 'XXX':
  - a. Basic engineering for Sequential batch Reactor (SBR) Technology/membrane Bioreactor technology (MBR)
  - b. Supply of all mandatory Equipments and Instruments as part of the Sequential batch Reactor (SBR) Technology/membrane Bioreactor technology (MBR) along with back-up guarantee for performance as per the tender requirement. Back-up guarantee for performance shall be applicable and valid only in case all design and documents for the complete STP is in accordance with 'YYY' design guidelines and all documents and drawings are reviewed, stamped and signed by 'YYY'.
  - c. Shall provide supervision assistance during erection, commissioning, performance testing and trial runs of the STP Sequential batch Reactor (SBR)

Technology/membrane Bioreactor technology (MBR).

- d. Shall provide supervision assistance during O & M period of the STP, if required for the Sequential batch Reactor (SBR) Technology/membrane Bioreactor technology (MBR) 'XXX' will be the main contractor and the authority to sign the agreement with 'GSCL' and accept responsibility and obligation for the Works will rest with main contractor and shall be responsible to the client viz. 'GSCL'. 'YYY', in turn, shall be responsible and liable to 'XXX' for their scope of work. Further 'XXX' shall furnish bank guarantees for due Security, Performance and O&M and all other such obligations under the Project as a whole.
- iv. 'YYY' shall provide and commit such resources as are necessary to perform their scope of work for the successful completion of the Project. 'YYY' shall also attend all review meetings over the Project as and when called for by 'GSCL' till the completion of the Project.
- v. 'XXX' shall make all payments due to 'YYY' or to their accredited representative as per their Offer.
- vi. Each Party hereto in relation with the other is solely responsible and liable for their respective scope of work, to be mutually agreed between the Parties and incorporated in a detailed Agreement / Purchase Order to be entered into between the Parties before start of work for the above mentioned Work. Such detailed Agreement / Purchase Order shall deal with technical and financial aspects of the Project.
- vii. Each Party agrees to and undertakes to indemnify and hold harmless the other Party against any liability, loss, cost, damages or expenses sustained as a result of negligent or improper performance or disturbance caused by itself or by any of its sub-contractors, suppliers or associates in connection with its share of Works as per the Contract. If any third party enforces any claim, which is attributable to the scope of work of a certain party, that Party shall settle such claims. The Parties agree to indemnify each other against all claims made by any third party in respect of any infringements of any rights protected by patents, designs or copyrights or trademarks employed in the Project by any Party.
- viii. In the course of working as associates, 'XXX' / 'YYY' will be sharing information with each other which may be proprietary /confidential information / knowledge acquired by each other. It is hereby agreed that both the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract.
- ix. Disputes if any arising in connection with this agreement shall, at the first place, be referred and settled mutually and amicably between the Parties herein through their respective senior executive without making reference to the arbitration. In the extreme unlikely case, where no reconciliation is reached within sixty (60) days from reference for the dispute to the other party by the dispute raising party, such dispute shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and/or any statutory amendments thereto. The number of arbitrators shall be three. Each Party shall nominate their respective arbitrators and both the nominated arbitrators shall appoint the third arbitrator who shall act as the Presiding arbitrator. The venue of arbitration shall be Guwahati and the language used shall be English. The arbitral award shall be final and binding upon the Parties. Neither Party shall be released from its obligations to comply with any of the provisions of this Agreement, the contract and the detailed agreement as a result of reference of disputes to arbitration or during the course of arbitral proceeding.

- x. This Tie-up Agreement shall be effective from the date as mentioned in the first page of the Tie-up Agreement and shall remain valid till the project completion and shall terminate on the happening of any of the following:
  - a. The bid submitted by 'XXX' is rejected or 'XXX' is unsuccessful in the bid.
  - b. The Contract for the Works has been awarded to other Third Parties.
  - c. The client notifies the Parties that they will not proceed with the Project.
  - d. Any of the Parties to the Agreement is declared insolvent by a Court of Competent Jurisdiction.
- xi. This Tie-up Agreement shall be subject to the laws in India and shall be subject to the jurisdiction of the court at Guwahati Town.
- xii. The MOU shall form the part of contract agreement (which will be submitted after awarding of the contract).

14. For the sake of correspondence, following Addresses and the Persons concerned are to be contacted:

| 'XXX'    | 'YYY'    |
|----------|----------|
| Address: | Address: |

|                 |                 |
|-----------------|-----------------|
| Tel No. :       | Tel No.:        |
| Fax No. :       | Fax No.:        |
| Contact Person: | Contact Person: |
| Designation:    | Designation:    |

For 'XXX'

For 'YYY'

(Authorized Signatory)

(Authorized Signatory)

Name:

Name:

Designation:

Designation:

**PART B: Annexure 1 to 7**

**Annexure 1**

| <b>Qualification Information:-</b> |                                                                                                                                                                                                                                                                                   |           |                                                |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------|
| 1.1 (A)                            | Constitution or legal status of Bidder<br>[attach copy]                                                                                                                                                                                                                           |           |                                                |
| (B)                                | Place of registration of Firm/ Company<br>(in case of other than individuals)                                                                                                                                                                                                     |           |                                                |
| (C)                                | Principal place of business:                                                                                                                                                                                                                                                      |           |                                                |
| (D)                                | Name of Power of attorney holder for<br>Signing of the Bid. (bidder)[attach copy]                                                                                                                                                                                                 |           |                                                |
| 1.2                                | Total annual volume of civil engineering construction work executed and Payments received each year in the immediate five years preceding the year in which tenders are invited. (Attach certificate from Chartered Accountant)- indexed @ 10% (ten per cent) compounded per year | Financial | (Rs. in crores)                                |
|                                    |                                                                                                                                                                                                                                                                                   | Year      | Turnover in Add for Total<br>the year indexing |
|                                    |                                                                                                                                                                                                                                                                                   |           |                                                |

- Proprietary firm. Partnership firm with the certificate of registration by registrar of firms & article and Memorandum of Association with Certificate of Incorporation.
- Mention and highlight the year, which the Bidder considers for evaluation by the committee.

Signature:

Bidder's Seal

**ANNEXURE-2**  
**BANKERS CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ is a reputed company with a good financial standing. If the contract for this work, namely \_\_\_\_\_ (Name of the work) is awarded to the above firm, we shall be able to provide Over Draft/ Credit Facilities to the extent of Rs.----- to meet the working capital requirements for executing the above contract.

Sd/- Senior Bank Manager, Name of the Bank, Address:

.....

Note: The original letter of credit shall be submitted in Envelope 'B' to the Employer without fail.

The solvency certificate should not be more than twelve months old. The solvency certificate shall be on Banks Letter Head (original) and duly signed by the Banks Designated Authority in Original. The solvency Certificate shall be as per the prescribed format.

**ANNEXURE 3**

| <b>INFORMATION ON EXECUTION OF SIMILAR WORKS [REFER QUALIFICATION CRITERIA, S.NO.1]</b> |                 |                  |                   |              |                             |                               |                           |                    |         |
|-----------------------------------------------------------------------------------------|-----------------|------------------|-------------------|--------------|-----------------------------|-------------------------------|---------------------------|--------------------|---------|
| S. No.                                                                                  | Name of Project | Name of Employer | Value of contract | Contract No. | Date of Issue of Work Order | Stipulated Date of Completion | Actual Date of Completion | Value of work done | Remarks |
| 1                                                                                       | 2               | 3                | 4                 | 5            | 6                           | 7                             | 8                         | 9                  | 10      |
|                                                                                         |                 |                  |                   |              |                             |                               |                           |                    |         |

Note:

1. charge, not below the rank of Executive Engineer or equivalent.
2. and completion certificate issued by the Engineer in Charge not below the rank of an Executive Engineer.
3. etc) shall clearly indicate the value of work completed.

Signature:

Bidder's Seal

Attach relevant certificates from the Engineer in

Bidder may attach certified copies of work order(s)

The Supporting documents (completion certificate

**ANNEXURE-4**

**Work performed on all classes of Civil Engineering Construction Works over the last five years**

| S No | Name of Project | Name of Employer | Description of work | Value of contract (Rs.in Lacs) | Contract No. | Date of Issue of Work Order | Stipulated Date of Completion | Actual Date of Completion | Year wise value of work done as per certificate |    |    |    |    | Remarks explaining reasons for Delay, if any; and the amount of deductions due to delay Also mention if any claim or dispute is pending in any forum. |
|------|-----------------|------------------|---------------------|--------------------------------|--------------|-----------------------------|-------------------------------|---------------------------|-------------------------------------------------|----|----|----|----|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                 |                  |                     |                                |              |                             |                               |                           | 10                                              | 11 | 12 | 13 | 14 |                                                                                                                                                       |
| 1    | 2               | 3                | 4                   | 5                              | 6            | 7                           | 8                             | 9                         | 10                                              | 11 | 12 | 13 | 14 | 15                                                                                                                                                    |
|      |                 |                  |                     |                                |              |                             |                               |                           |                                                 |    |    |    |    |                                                                                                                                                       |

**Note:** (i) Attach relevant certificates from the Engineer in charge, not below the rank of Executive Engineer or equivalent.

(ii) Bidder may attach certified copies of work order(s) and completion certificate(s) issued by Engineer in charge not below the rank of Executive Engineer

(iii) etc) shall clearly indicate the value of work completed.

The Supporting documents (completion certificate

Signature :

Bidder's seal :



**ANNEXURE-5**

**Existing commitments and ongoing works in all classes of construction works**

| S. No. | Name of Project | Description of work | Contract No & Year | Name & address of employer | Value of contract | Date of Issue of Work Order | Stipulated Date of Completion | Stipulated period of completion in months | Anticipated date of completion | Value of work done up to the date of issue of this N.I.T | Probable value of works balance to be completed | Anticipated months required for completion of balance works | Value of claims or dispute if any, pending |
|--------|-----------------|---------------------|--------------------|----------------------------|-------------------|-----------------------------|-------------------------------|-------------------------------------------|--------------------------------|----------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------|--------------------------------------------|
| 1      | 2               | 3                   | 4                  | 5                          | 6                 | 7                           | 8                             | 9                                         | 10                             | 11                                                       | 12                                              | 13                                                          | 14                                         |
|        |                 |                     |                    |                            |                   |                             |                               |                                           |                                |                                                          |                                                 |                                                             |                                            |

*Note:* The Supporting documents (completion certificate etc) shall clearly indicate the value of work completed.

**ANNEXURE-6**

**Information regarding current claims, arbitration, litigation the Bidder is involved in.**

| S. No. | Name of Other party(s) | Agreement Date year and Dept. | No. and Brief of cause of claims, arbitration /dispute (give reference of contract details ) | Where Litigation is pending (in the department /Court/arbitration) (mention Dept./Court/Arbitration) | Amount involved/ claimed |
|--------|------------------------|-------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|--------------------------|
|        |                        |                               |                                                                                              |                                                                                                      |                          |
|        |                        |                               |                                                                                              |                                                                                                      |                          |

Can use separate sheets for each agreements if necessary.

**ANNEXURE-7**

**Affidavit**

I,.....S/o.....Aged.....  
.....years.....(Address.....  
.....)  
.....)

(For and on behalf of .....), do here  
by and herewith solemnly affirm / state on oath that: -

**1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief**

**2. I/We have not suppressed or omitted any required/relevant information.**

**3. I/We is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.**

**4. I/We hereby authorize the Faridabad Smart City Limited, Faridabad Officials to get all the documents submitted verified from appropriate source(s).**

(.....)

Authorized signatory / for and on behalf of

.....

(Affix seal)

## **SECTION 9: PRE CONTRACT INTEGRITY PACT**

**(To be submitted on Rs 100 Stamp Paper)**

### **1. GENERAL**

1.1. This pre-bid contract agreement (herein after called the Integrity Pact) is made on .....day of the month .....between the Faridabad Smart City Limited (FSCL) acting through Shri/Smt..... (Designation of the FSCL officer)(Hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure..... (Name of the Store/Equipment/ Work/ Service) and M/s. ....represented by Shri ..... (herein after called the BIDDER/Seller, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER, performing its function as SPV under provision of Companies Act 2013.

### **2. OBJECTIVES:**

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to ,during and subsequent to the Contract to be entered into which a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/ Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

3.1. The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefits or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation , contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS

3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

3.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### 4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not been given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged in individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

#### 5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

#### 6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

6.1.1. Bank Draft or Pay Order in favour of .....

6.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the .....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

6.1.3. Any other mode or through any other instrument (to be specified in the RFP).

6.2. The Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

## 7. SANCTIONS FOR violations'

7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

7.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.

7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

7.1.4. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest there on at 2 % higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

7.1.5. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.

7.1.6. To cancel all or any other contracts with the BIDDER and the BIDDER all be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.1.7. To debar the BIDDER from part on behalf of the participating in future bidding processes of the Government of Haryana for a minimum period of five years, which may be further extended at the discretion of the BUYER.

7.1.8. To recover all sums paid in violation of this Pact by BIDDER(S) to any middlemen or agent or broken with a view to securing the contract.

7.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BIDDER, the same shall not be opened.

7.1.10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly is closely related to any of the officers of the BUYER or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but include a spouse separated from the Government servant by a decree or order of a competent court: son or daughter or custody the step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

7.1.11. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

## 8. FALL CLAUSE

8.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Haryana or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER TO any other Department of the Government of Haryana or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub Bidder(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the

BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at .....on .....

**BUYER**

**BIDDER**