

Tender for Construction of Fire Station in Activation Area,
Dholera

DICDL/DSIR/FS /11/2024-25

Dholera Industrial City Development Limited

6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, Gandhinagar – 382011
Gujarat, India

CIN: U45209GJ2016SGC085839

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**INVITATION FOR BID
(IFB)**

NATIONAL COMPETITIVE BIDDING

1. The **Dholera Industrial City Development Limited (DICDL)** invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works.

TABLE

| Sr. No. | Description | Details |
|----------------|---|---|
| 1 | Name of work | Construction of Fire Station in Activation Area, Dholera |
| 2 | Approximate estimated value of works (Rs.) | 17,57,67,784/- (Rupees Seventeen Crore Fifty Seven Lacs Sixty Seven Thousands Seven Hundred Eighty Four only) |
| 3 | Bid security (Rs.) | 17,58,000/- (Rupees Seventeen lacs Fifty Eight Thousand only) |
| 4 | Cost of document (INR) | 23600/- (Rupees Twenty Three Thousand Six Hundred only) |
| 5 | Period of completion | 11 Months |
| 6 | Class of Registration / Category of contractor if | AA CLASS (Building Special Category AA) |
| 7 | Date & Venue of Pre-bid Meeting | Date: 26/11/2024 Time: 15:00 Venue: ABCD Building, Dholera |

2. Prospective/ Interested bidder may download the Bid Documents from website <https://www.nprocure.com> free of cost till the Time and Date as mentioned on online NIT at website <https://www.nprocure.com>.
3. However, Bidder who is submitting the Bid Online will have to pay the Bid Document Fee/ Tender Fee through Demand Draft only of any Schedule Bank payable at Gandhinagar and in favour of “Dholera Industrial City Development Limited (DICDL)”. Once the Bid is received online, Bid Document / Tender Fee will not be refundable.
4. The Demand Draft for Bid Document / Tender fee, and Bank Guarantee against Bid Security / EMD shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that bid document / tender fee and Bid Security / EMD has been received. Accordingly, the tender of only those shall be opened whose Bid Document / Tender Fee and Bid Security / EMD have been received electronically. However, for the purpose of realization of Demand Draft, and Bank Guarantee bidder shall submit the same in original on or before last date and time of physical bid submission. The Bid shall be summarily rejected if it is not accompanied by Tender fee and Bid security/EMD. No interest shall be payable by the employer for the above Bid security.

5. Bids received online, will be opened on the time, date and place as specified in the online NIT at website <https://www.nprocure.com> in the presence of the bidders or their authorized representatives, who wish to remain present. If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
6. A pre bid meeting will be held on above mentioned date, time and venue to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in clause 9.2 of 'instructions to Bidders' of the bidding documents.
7. Bid Security (EMD) is equal to 1% of Estimated Amount put to bid / tender and should be rounded off to the next thousand rupees.
8. Other Information is as under:
 - A. Bidders can prepare and edit their offers a number of times before the end of the tender submission date and time. After the tender submission date and time, the bidder cannot modify / edit / withdraw their submitted offer in any case. No written or online request in this regard shall be granted.
 - B. Bid in physical form will not be accepted in any case except tender fees, bid Security and any other document as defined in the ITB or BDS.
 - C. Demand Draft purchased by the other than bidder and issued after the last date of submission of Bids, will not be considered or accepted.
 - D. The cost incurred by the bidders for this bid for clarification or attending discussion, conferences or site visits will not be reimbursed by the Employer.
 - E. Conditional tender shall not be accepted.
 - F. Any changes, addition, alternation made in the prescribed form attached with tender are liable to be rejected.
 - G. Any change in format or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive.
 - H. All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist /qualification document / tender document.
 - I. It is mandatory for the bidders to supply each and every information as asked strictly in electronic format at appropriate places only.
 - J. Blank / insufficient information shall be treated as nil information and shall result in disqualification.
 - K. Even if the bidder has been qualified in a similar or larger size of project in the past, it

shall not be deemed to be a ground / reason for not giving required information for this work / bid.

- L. Information supplied for earlier projects shall not be considered while evaluation of this bid. The Employer will not ask for any other information, unless it is found absolutely necessary by the competent authority.
- M. If found necessary, the contractor will be intimated for negotiation,

SECTION - 1
INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTION TO BIDDERS (ITB)

Preamble

This section (Section–I) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal, online bid opening, evaluation and on contract award. This Section (Section I) contains provisions that are to be used unchanged unless Section II, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section I and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section – I & Section – II, the provisions of Section – II shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section – III: General Conditions of Contract and/or Section – IV: Special Conditions of Contract.

Further in all matters arising out of the provisions of this Section – I and the Section–II of the Tender Documents, the laws of the Union of India and the Government of Gujarat shall be the governing laws and courts of Gandhinagar/Ahmedabad-Gujarat shall have exclusive jurisdiction.

Disclaimer

This TENDER Documents is not an Agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The information contained in this Bid document (the "TENDER" or the "IFB" or the "ITB") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their bids pursuant to this TENDER. This Tender document includes statements, which reflect various assumptions and assessments arrived at by The Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for The Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Preliminary Design details/ information/Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this TENDER does not imply that The Employer is bound to select a Bidder or to appoint the Successful Bidder or JV or Contractor, as the case may be, for the Project and The Employer reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated

with any demonstrations or presentations which may be required by The Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and The Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

A. GENERAL

1. Scope of Bid

- 1.1. The Employer **Dholera Industrial City Development Limited (DICDL)** invites bids for the Project detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2. The successful bidder will be expected to complete the works by the intended completion date specified in the Special Condition of Contract.
- 1.3. Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/ tenderer, bid / tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

- 2.1. The expenditure on this project will be met from the budget of the Employer.

3. Eligible Bidders

- 3.1. This Invitation for Bids is open to all eligible bidders.
- 3.2. All bidders shall provide in Section 1 & 2, Forms of Bid and Qualification Information, 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.

4. Qualification of the Bidder

- 4.1. All bidders shall provide in Section 1 & 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include a program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2. Qualification Criteria:

- 4.2.1. Qualification will be based on bidder’s meeting all the minimum pass/ fail criteria regarding the bidder’s general and particular experience, personnel and equipment capabilities and financial positions, as demonstrated by the bidder’s responses in the forms attached to the letter of application specified in the Annexure-I of BDS. Subcontractors experience and resources shall not be taken in to account in determining the bidder compliance with the qualifying criteria.

4.2.2. Personnel Capabilities.

The Bidder should have availability of personnel with adequate experience as specified in

the **Annexure I of BDS** for the qualifying in the bidding process.

4.2.3. **Equipment Capabilities**

The Bidder should have the minimum major equipment / plant & machineries as specified in the **Annexure I of BDS** for qualifying in the bidding process.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

4.2.4. **Financial Position**

The bidder should meet all the financial criteria specified in Annexure-I of BDS for qualifying in the bidding process.

4.2.5. **Litigation History**

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.

4.2.6. **Disqualification**

Even though the applicants meet the criteria as specified in Annexure-I of BDS, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements submitted, and / or Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non – performance of the contractor; consistent history of litigation awarded against the applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non – performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

4.3. **Joint venture:**

4.3.1. Unless otherwise mentioned in BDS, Bid submitted by the JV, if allowed as per stipulated qualification requirement in Annexure I BDS, Self-comply with following additional requirement

- (a) Maximum No of Partners in JV shall be as specified in BDS and Annexure I BDS including lead Partner :
- (b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each Partners of the Joint Venture;
- (c) Partners of the Joint Venture shall nominate one member as the Lead Partner (the

“Lead Partner”) having minimum 51% share in the proposed JV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-D (ITB), signed by all the other Partners of the Joint Venture, The Bid should include a brief description of the roles and responsibilities of individual Partners, particularly with reference to financial, technical and defects liability obligations;

- (d) The lead partner must have minimum 51% share in the proposed JV and share of other partner shall not be less than 25 %.
- (e) The lead partner share can never be below 51% both during Construction as well as during Operation and Maintenance period.
- (f) The lead partner cannot sell or sublet or pledge its share to any new entity or the balance partners till the completion of Maintenance period.
- (g) The Lead Partner shall be authorized to incur liabilities and receive instructions for himself as well as other partner of the Joint Venture and the entire execution of the Contract including payment shall be done exclusively with the Lead Partner
- (h) An individual Bidder cannot at the same time be member of a Joint Venture submitting for Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture submitting for Bid;
- (i) Partners of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-E (the “Joint Bidding Agreement”), for the purpose of making the Bid and submitting a Bid. The Joint Venture Agreement, to be submitted along with the Bid, shall, inter alia:
 - i. convey the commitment(s) of the Lead Partner in accordance with this TENDER, in case the contract to undertake the Project is awarded to the Joint Venture;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each partner;
 - iii. commit the approximate share of work to be undertaken by each partner of Joint Venture;
 - iv. include a statement to the effect that all partners of the Joint Venture shall be jointly and severally liable for all obligations of the Contractor in relation to the Project until the Defects Liability Period is achieved in accordance with the Agreement; and
 - v. except as provided under this TENDER and the Bidding Documents, there shall not be any amendment to the Joint Venture Agreement without the prior written consent of the Employer

4.4. Bid Capacity.

- 4.4.1. Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as specified in the Annexure I of BDS.

4.5. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- 4.5.1. Made misleading or false representation in the forms, statements and Attachments the submitted in proof the qualification requirements; and / or
- 4.5.2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion, litigation history, or financial failures etc.; and/or
- 4.5.3. Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One bid per bidder

- 5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals/bids with the bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

- 7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of work and its surrounding and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works.
- 7.2. The costs of visiting the site shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

| Section | Particulars | Volume No. |
|---------|--|------------|
| - | Invitation for Bids | |
| 1 | Instructions to Bidders with Annexure (Bid Forms) | |
| 2 | Bid Data Sheet with Annexure (Annexure I, BDS) | I |
| 3 | General Condition of Contract (GCC) | |
| 4 | Special Condition of Contract (SCC) | |
| 5 | Technical Specifications and Quality and Safety Manual | II |
| 6 | Bill of Quantities | III |
| 7 | Drawings | IV |
| 8 | Documents to be furnished by bidder | V |

- 8.2. Volumes I, II, III and IV are available online and documents to be furnished by the bidder in compliance to section 1 & 2 will be prepared by him and furnished as Volume- V in two parts.
- 8.3. The bidder is expected to examine carefully all instructions, conditions of contract, Special Condition of Contract, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. **Pursuant to clause 24** hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification Bidding Documents

- 9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or through E-mail at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Employer's response will be published on website including a description of the enquiry but without identifying its source.

9.2. Pre-bid meeting

- 9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in the BDS.
- 9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter

that may be raised at that stage.

- 9.2.3. The bidder shall be required to submit any questions in writing or e-mail to reach the Employer not later than 01 days before the meeting.
- 9.2.4. Minutes of the meeting, including the question raised (Without identifying the source of enquiry) and the responses given will be published without delay on the tender website i.e. www.nprocure.com. Any modification of the bidding documents listed in sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents. The Employer will assume no responsibility for the same.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 19.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

11.1. All documents relating to the bid shall be in the English language.

12. Documents Comprising the Bid

12.1. The bid be submitted by the bidder as per the ITB of the Tender document shall be in two separate parts:

12.1.1. Online Bid:

Part I shall be named “Technical Bid” and shall comprise

- (i) Bid Security in the form specified in the BDS
- (ii) Tender Fees (Demand Draft)
- (iii) Power of Attorney of Signatory.
- (iv) Joint Bidding Agreement and Power of Attorney of lead partner, if applicable.
- (v) Requisite undertaking on stamp paper.
- (vi) Bid Forms, Qualification Information and supporting documents as specified in the **Annexures of ITB & Annexure I of BDS.**
- (vii) Certificates, undertakings, affidavits as specified in **Section 1 & 2**
- (viii) Any other information pursuant to Clause 4.5 of these instructions

Part II shall be named “Financial Bid” and shall comprise

- (i) Form of Bid as specified in Section 1 & 2
- (ii) Priced Bill of Quantities for items specified in Section 6

12.1.2. Hard Copy / Physical submission:

The Bidder shall only submit following documents:

- (i) Bid Security in the form specified in the BDS
- (ii) Tender Fees (Demand Draft)
- (iii) Power of Attorney of Signatory.
- (iv) Joint Bidding Agreement and Power of Attorney of lead partner, if applicable.
- (v) Requisite undertaking on stamp paper.

12.2. The Bidder shall submit the details / information pertaining to each part i.e. technical as well as financial and must be submitted online only.

12.3. Following documents will be deemed to be part of the bid.

| Section | Particulars | Volume No. |
|---------|--|------------|
| - | Invitation for Bids | I |
| 1 | Instructions to Bidders with Annexure (Bid Forms) | |
| 2 | Bid Data Sheet with Annexure (Annexure I, BDS) | |
| 3 | General Condition of Contract (GCC) | |
| 4 | Special Condition of Contract (SCC) | |
| 5 | Technical Specifications and Quality and Safety Manual | II |
| 6 | Bill of Quantities | III |
| 7 | Drawings | IV |
| 8 | Documents to be furnished by bidder | V |

13. Bid Prices

- 13.1. The Contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (Both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Bill of Quantities.
- 13.3. All duties, taxes, and other levies except GST payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. (GST will be paid extra)
- 13.4. The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 44 of the General Condition of Contract.

14. Currencies of Bid and Payment

- 14.1. The unit rates and the prices quoted by the bidder shall be entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

- 15.1. Bids shall remain valid for a period of not less than 180 days after the deadline date for bid submission specified in Clause 19.
- 15.2. 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 period. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his security for a period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

- 16.1. The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This Bid security shall be in favor of Employer as named in the BDS and in the form of Bank Guarantee from any scheduled Indian bank, in the format given in Annexure F of ITB. Bank Guarantee of Schedule and Private Banks shall be considered as per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.
- 16.2. Bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid i.e. total validity of $180+45 = 225$ Days
- 16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1
- 16.5. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6. The bid Security may be forfeited
 - (a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
 - (b) If the Bidder does not accept the correction of the Bid Price, if any or
 - (c) In the case of a successful Bidders, if the Bidder fails the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the requirement Performance Security.
 - (d) If found necessary, the bidder will be intimated for negotiation, He will be intimated maximum three times within the validity period for negotiation, If contractor does not respond in time, his Bid Security (EMD) will be forfeited and his tender will be rejected. Punitive action will be taken on such contractors. (As per GoG R&B Dept's Gr. No. S/22/2017/6369/D, Dt.08/06/2018)

17. Alternative Proposals by Bidders.

- 17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offers or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid

- 18.1. The Bidder shall prepare documents comprising the bid as described in Clause 12 of these Instructions to bidder as the "Technical Bid" and "Financial Bid" in separate parts to be uploaded.

D. SUBMISSION OF BIDS

19. Deadline for Submission of the Bids

- 19.1. Complete Bids must be received online by the Employer at the tender website specified above not later than the date indicated in the BDS.
- 19.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all right and obligation of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20. Modification and Withdrawal of Bids

- 20.1. Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 19 or pursuant to Clause 20.
- 20.2. No bid shall be modified or withdrawn after the deadline for submission of Bid.
- 20.3. Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

21. Bid Opening

- 21.1. The Employer will open all the Bids received including modifications made pursuant to Clause 20, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in the BDS in the manner specified in Clauses 19 and 21.2, In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 21.2. The “Technical Bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the BDS and invitation for bid and has not been furnished in the form specified in Clause 16, the technical bid will not be opened.
- 21.3. (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification information and other information furnished in part I of the bid pursuant to Clause 12.1.
- (ii) If required, the bidder will be asked in writing to clarify his Qualification Documents with respect to any required clarification.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 21.4. At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 21.3(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 21.5. In case bids are invited for more than one package, the order for opening of the “Financial Bid” shall be in order of Estimated amount of Bids from highest to lowest.
- 21.6. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 21.4.

22. Process to be Confidential

- 22.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by Bidder to influence the Employer’s processing of Bids or award decisions may result in the rejection of his Bid.

23. Clarification of Financial Bids

- 23.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e- mail, but no change in the price or substances of the Bid 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 Bids.

- 23.2. Subject to sub-clause 23.1, no Bidder shall contact the Employer on any matter relating to his Bid opening to the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 23.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

24. Examinations of Bids and Determination of Responsiveness

- 24.1. During the detail evaluation of "Technical Bid", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in the Annexure I of BDS; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding document. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 24.2. A substantially responsive "Financial Bid" is one which confirms all the terms, conditions and specifications of bidding 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 Bidding 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 Bids.
- 24.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

25. Evaluation and Comparison of Financial Bids

- 25.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 24.2.
- 25.2. The Employer reserves the right to accept or reject any variation or deviation. Variation and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken in to account in Bid evaluation.
- 25.3. The estimated effect of the price adjustment conditions under Clause 44 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken in to account in Bid evaluation.
- 25.4. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract the Employer may require the Bidder to produce detailed consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 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.

- 25.5. A bid which contains several items in the bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

F. AWARD OF CONTRACT

26. Award Criteria

26.1. Subject to Clause 28, the Employer will award the contract to the Bidder whose Bid has been determined.

(i) To be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and

(ii) To be within the available bid capacity adjusted to account for his bid price which is the lowest evaluation in any of the packages opened earlier than the one consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluation bid price.

27. Employer's Right to Accept any Bid and to Reject any or all Bids

27.1. Notwithstanding Clause 27, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

28. Notification of Award and Signing of Agreement

28.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the condition of contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2. The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause.

28.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

28.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

29. Performance Security

29.1. (A) Within 21 (Twenty one) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Annexure G of ITB (the "Performance Security") for an amount equal to 5% (five percent) of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security, shall also furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the same form given at Annexure G of ITB towards an Additional Performance Security (The "Additional Performance Security") for an amount calculated as under:

- (a) If the Contract Price offered by the Selected Bidder is lower than 10% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
 - (b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
 - (c) This Additional Performance Security shall be treated as part of the Performance Security.
 - (B) The Performance Security shall be valid beyond 90(ninety) days of the Defects Liability Period and the Additional Performance Security shall be valid beyond 60 (Sixty) days of Project Completion Date.
- 29.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank. As per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.
- 29.3. Failure of the successful Bidder to comply with the requirement of Sub-Clause 29 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

30. Advance Payment and Security

- 30.1. The Employer will provide an Advance payment on the Contract Price as stipulated in the General Conditions of Contract.

31. Corrupt or Fraudulent Practices

- 31.1. The Employer will reject a proposal if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with any Government agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in completing for the contractor, or in execution.
- 31.2. Furthermore, Bidders shall be aware of the provision stated in Sub- Clause 56.2 of the General Conditions of Contract.

ANNEXURE A

LETTER COMPRISING THE TECHNICAL BID

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

Ref. No.: [insert reference No.]

Date: [insert date]

To,
Managing Director,
Dholera Industrial City Development Limited
6th Floor, Block No. 1 and 2, Udhyog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India

Fax No: +91-079-29750502

Phone: +91-079-2975 0500

Dear Sir,

Subject: Submission of Technical Bid for [insert the description and purpose of the project for which the bids are invited] (**“Project”**)

1. With reference to your Instruction to Bidders bearing reference no. [insert reference no.] dated [insert date] (**“ITB”**), we, being duly authorized to represent and act on behalf of and having examined the ITB and understood its contents and terms and conditions, hereby submit our unconditional and unqualified bid and offer for undertaking the scope of works and services for the Project, as specified in the ITB and other Tender Documents issued by the Dholera Industrial City Development Limited (**“Employer”**).
2. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for the aforesaid Project. We hereby certify that all such information provided as part of our Bid and in Appendix I to XV hereunder is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are originals or true copies of their respective originals, as applicable. We shall make available to the Employer any additional document or information it may consider necessary or require from time to time to supplement or authenticate our qualification and/or the Bid.
3. This Bid is being made for the express purpose of qualification and selection as a Bidder for the design, engineering, procurement, construction, testing and commissioning of roads and services part of the aforesaid Project as well as operation and maintenance of the Project during the Operation & Maintenance Period and rectification of any defect or deficiency in the Project during the Defect Liability Period.
4. We certify and declare that, in the last [5 (Five) years] from the Bid Due Date, the Bidder [and in case the Bidder is Joint Venture, the Lead Partner and each Partner of the Joint Venture] (**“Bidder”**) has neither failed to perform any contract, nor has been expelled

from any project or contract by any employer nor have had any contract terminated by any employer for breach on our part.

5. The Bidder certifies, declares and undertakes that:

- (i) it is a company validly existing under the proprietorship or partnership or Companies Act, 2013 or a limited liability partnership registered under Limited Liability Partnership Act, 2008 duly registered and incorporated in India;
- (ii) it has examined and understood the Tender Documents and has no reservations in respect of the Tender Documents, including any addendum, clarification or amendment thereof issued by the Employer from time to time in accordance with the ITB;
- (iii) it has undertaken a careful inquiry of all matters relating to the Project and the Tender Process and has satisfied itself in respect of all pertinent matters which may have a bearing on validity, qualification and/or eligibility of their Bids;
- (iv) it fully satisfies and fulfils all the requirements mentioned in the Tender Documents, including and particularly the eligibility requirements and technical and financial qualification requirements and criteria and acknowledges that a breach as determined by the Employer under the Tender Documents can lead to *inter alia* rejection of our Bid, disqualification of the Bidder and forfeiture of our Bid Security and/or the Performance Security (as the case may be);
- (v) it does not have any Conflict of Interest as mentioned in the ITB;
- (vi) it has not directly or indirectly or through an agent or any person acting for it or on its behalf, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the ITB, in respect of any tender, bid or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, whether Central or State;
- (vii) it has not been convicted or indicted by a court of law or any governmental or quasi-judicial authority and no adverse orders have been passed by any governmental or regulatory authority which may cast a doubt on our ability or eligibility to undertake the Project or which relates to any grave offences that outrages the moral sense of the community in general;
- (viii) it is not being investigated and no proceedings have been threatened or initiated or charge-sheet has been filed by any investigative or quasi-judicial authority or agency of the Central or State Government or conviction has been made by any court of law with regards to any matter relating to the security and integrity of the country;
- (ix) there is no pending or threatened investigation against it or its directors, managers or employees by any investigative agency, regulatory authority or quasi-judicial authority;

- (x) it is not banned, blacklisted or barred by the Central or State Government or any entity, body or authority controlled by it, from participating in any project whether directly or indirectly, and that no such bar subsists as on the Bid Due Date;
 - (xi) in case due to any change in facts or circumstances during the Tender Process, we are attracted by the provisions of disqualification or become ineligible to Bid in terms of the provisions of this ITB, we shall intimate the Employer of the same immediately;
 - (xii) except the Bid being submitted hereunder, it has not and shall not submit any other Bid as part of the Tender Process for the Project, either individually or as a partner of a Joint Venture;
 - (xiii) our minimum Net Worth meets the required qualification criteria as specified in the Tender Documents;
 - (xiv) [subject to any conditions or restrictions contained in the Tender Documents or the Contract], it shall engage specialized personnel, consultants and sub-contractors for design and construction of those elements of the Project for which we do not have adequate experience;
 - (xv) it shall be, jointly and severally, liable for all the obligations as Bidder and Contractor under the Tender Documents and/or the Contract (as applicable);
 - (xvi) this Bid shall be valid, subsisting and binding for a period not less than [180 (one hundred and eighty) days] from the Bid Due Date or such other period as may be specified in the Tender Documents; and
 - (xvii) it is qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the Government of India *vide* Department of Disinvestment Office Memorandum No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Tender Process.
6. As part of our Bid hereunder, we have enclosed and submitted duly signed and stamped original or true copy (as applicable) of:
- (i) this letter comprising the Technical Bid as per the format set out in Annexure A of ITB along with all appendices, supporting undertakings, certificates and documents as mentioned thereunder;
 - (ii) the Power of Attorney for signing and submitting the Bid as per the format attached under ITB;
 - (iii) a Bid Security, for amount as specified in the Bid Data Sheet, submitted in favour of 'Dholera Industrial City Development Limited' payable at Gandhinagar / in the form of an irrevocable and unconditional Bank Guarantee from a scheduled bank in the format at Annexure G of the ITB. A copy of the [Bank Guarantee/ demand

- draft / unique transaction reference receipt (for bank transfer)], is provided along with this submission;
- (iv) a non-refundable Bid Processing Fee for amount as specified in the Bid Data Sheet, submitted [by way of demand draft for amount as specified in the Bid Data Sheet, in favour of 'Dholera Industrial City Development Limited' payable at Gandhinagar. A copy of the [demand draft / unique transaction reference receipt (for bank transfer)], is provided along with this submission;
 - (v) [a Joint Bidding Agreement, in case the Bidder is a Joint Venture as per the format provided in Annexure E of the ITB];
 - (vi) all documents necessary to substantiate the claim of technical qualification including but not limited to work order, completion and/or commissioning certificates for each of the projects claimed; and
 - (vii) all other documents as may be required to be disclosed or submitted as per the terms of the Tender Documents or as specified by the Employer from time to time.
7. We understand and acknowledge that the Employer, without incurring any obligation or liability to the Bidders, is entitled to:
- (i) suspend, cancel or annul the Tender Process at any time at its sole discretion and that the Employer is not bound to accept any Bid that it receives and may invite Bids from other Bidders to Bid for the Project, in accordance with terms and conditions of the ITB; and
 - (ii) reject our Bid without assigning any reason whatsoever and we hereby waive, to the fullest extent permitted under law, our right to challenge the same on any account whatsoever.
8. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Bidders, or in connection with the selection/ Tender Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
9. We agree and undertake to abide by all the terms and conditions of the Tender Documents and the Contract (if and when signed with the Employer).
10. We have separately enclosed and submitted our Financial Bid and Bid Price for the Project, in accordance with the Tender Documents.
11. Capitalised terms used but not defined herein shall have their respective meanings set forth in the Tender Documents.

IN WITNESS WHEREOF, we submit this Bid under and in accordance with the terms of the Tender Documents.

Signed on this [*insert date*] day of [*insert month*] 20xx.

Yours faithfully,

(Name and designation of the authorised signatory of Bidder/Lead Partner)

Date:

Place: (Company seal of Bidder/Lead Partner)

WITNESS

(Name of the Witness)

Address:

Date:

APPENDIX I**DETAILS OF BIDDER**

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

| Sr. No | Item | Particulars/ Description |
|---------------|--|---------------------------------|
| 1. | Bidder's Information | - |
| A. | Bidder's Name | |
| B. | Constitution of the Bidder | |
| C. | Country of Incorporation | |
| D. | Date of Incorporation and Commencement of Business (Copy of Certificate of Incorporation to be provided) | |
| E. | Corporate Identification Number (CIN) / Company Registration Number (CRN) | |
| F. | Registered Office Address | |
| G. | Address of the corporate headquarters and its branch office(s), if any, in India | |
| H. | Address of Bidder for correspondence regarding this Bid | |
| I. | GST Identification Number (Copy to be provided) | |
| J. | MSME/ Udyog Certificate (Copy to be provided) | |
| K. | Permanent Account Number (PAN) (Copy to be provided) | |
| 2. | Bank Details | - |
| A. | Beneficiary Name | |
| B. | Beneficiary Address | |
| C. | Bank Name | |
| D. | Branch Address | |
| E. | IFSC Code | |
| F. | MICR Code | |
| G. | Account Type | |
| H. | Account Number | |
| 3. | Brief description of the Bidder including details on its businesses and role and responsibilities as part of this Project | |
| 4. | Particulars of individual(s) who will serve as point of contact/ communication for the Employer | - |
| A. | Name | |

| | | |
|-----------|--|---|
| B. | Designation | |
| C. | Company | |
| D. | Address | |
| E. | Telephone Number | |
| F. | Mobile Number | |
| G. | E-Mail Address | |
| H. | Fax Number (if available) | |
| 5. | Particulars of the Authorised Signatory of the Bidder | - |
| A. | Name | |
| B. | Designation | |
| C. | Address | |
| D. | Telephone Number | |
| E. | Mobile Number | |
| F. | E-Mail Address | |
| G. | Fax Number (if available) | |

Note:

1. In case where the Bidder is a Joint Venture, the information requested above (Sr. No. 1 to 5) should be provided for each Partner of the Joint Venture.
2. [Kindly enclose a cancelled cheque with this letter, containing bank details of the Bidder/ Lead Partner, where Bidder is a Joint Venture.]

APPENDIX II

ROLES AND RESPONSIBILITIES OF JOINT VENTURE PARTNERS

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

Information regarding roles and responsibilities of each Partner of the Joint Venture to be provided as per table below:

| Sr. No. | Name of Entity | Registered Address | Position in Joint Venture | Role |
|---------|----------------|--------------------|---------------------------|------|
| 1. | [•] | [•] | Lead Partner | [•] |
| 2. | [•] | [•] | Partner | [•] |

Note:

1. This Appendix II shall have to be submitted only by Bidder(s) which is a Joint Venture. The information requested above should be provided for all Partners of the Joint Venture.
2. The role of each Partner should be indicated in accordance with Clause 4.3 of ITB. The percentage of shareholding of each Partner in a Joint Venture as per Clause 4.3 of ITB shall have to be provided.
3. A copy of the Joint Bidding Agreement, as envisaged in Clause 4.3 of the ITB should be provided along with this Bid.

APPENDIX III
DETAILS OF DEBARMENT

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

Name of Bidder:

| Sr. No. | Criteria | Yes | No |
|---------|---|-----|----|
| 1. | Has the Bidder (or any Partner of the Joint Venture) been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise). | | |
| 2. | If the answer to Sr. No. 1 is yes, does the bar subsist as on Bid Due Date? | | |
| 3. | Has the Bidder (or any Partner of the Joint Venture) paid or been levied with liquidated damages of more than 5% (five percent) of the contract value in any contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years? | | |
| 4. | Has the Bidder (or any Partner of the Joint Venture) has applied for corporate debt restructuring during the last 5 (five) financial years immediately preceding the Bid Due Date? | | |
| 5. | A statement by the Bidder and each Partner of the Joint Venture (where applicable) disclosing non-performance or contractual non-compliance, contractual disputes and litigation/ arbitration in relation to any ongoing or past projects (attach extra sheets separately, if necessary). | | |

Note:

1. In case of a Joint Venture, the above information shall also be provided for each Partner of the Joint Venture.
2. Extra sheets to be attached (with sign and stamp), if necessary, to make complete submission.

APPENDIX IV

DETAILS OF NON-PERFORMANCE AND BLACKLISTING

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

Name of Bidder:

| Sr. No. | Criteria | 1st last year | 2nd last year | 3rd last year |
|---------|--|---------------|---------------|---------------|
| 1. | If Bidder (or any Partner of the Joint Venture) has either failed to perform on any contract or has been expelled from any project or contract by any government/ public entity nor have had any contract terminated by any government/ public entity for breach by such Bidder (or any Partner of the Joint Venture). | | | |
| 2. | Details of stage of litigation/ arbitration, if so, against the Employer or any government entity or other employer on all the on-going projects of the Bidder or any of its Joint Venture Partner. | | | |
| 3. | Updated details of on-going or completed process of blacklisting/ debarment if so, under any contract with Employer or any government entity or other employer on the Bidder (or any Partner of the Joint Venture). | | | |

Note:

1. In case of a Joint Venture, the above information shall be provided for each Partner of the Joint Venture.
2. Extra sheets to be attached (with sign and stamp), if necessary, to make complete submission.

APPENDIX V
ENGINEERING CAPACITY

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture and stamped with INR 300 and notarized)

Name of Bidder:

| Sr. No | Name of Employee | Position | Educational Qualification | Total Experience in years | Details of Experience in Design / Construction |
|---------------|-------------------------|-----------------|----------------------------------|----------------------------------|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
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| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| --- | | | | | |
| 100 | | | | | |

Note:

1. In case of a Joint Venture, the above information shall be provided for each Partner of the Joint Venture in accordance with Annexure C of Bid Data Sheet.
2. The list of employees in the engineering experience/ capacity should be countersigned by the statutory auditor of the Bidder.

APPENDIX VI

PLANT AND EQUIPMENT CAPACITY

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

Name of Bidder:

| Sr. No | [•] | [•] | [•] | [•] | [•] |
|-----------|-----|-----|-----|-----|-----|
| 1 | | | | | |
| 2 | | | | | |
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| 6 | | | | | |
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| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| --- | | | | | |
| 100 | | | | | |

Note: In case of a Joint Venture, the above information shall be provided for each Partner of the Joint Venture in accordance with Annexure C of Bid Data Sheet.

APPENDIX VII
FINANCIAL CAPACITY

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

Name of Bidder:

A. Construction Turnover

| Sr. No | Financial Year | Average Annual Turnover from construction business of the Bidder (INR) |
|--------|---|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| | Average for best 3 (three) years | [indicate sum of best 3 (three) years divided by 3] |

Note:

1. Certificate from the statutory auditor shall be considered valid. In case the Bidder does not have a statutory auditor for any reason, it may provide the certificate from its chartered accountant.
2. In case of a Joint Venture, the above information shall be provided for each Partner of the Joint Venture in accordance with Annexure C of Bid Data Sheet.

B. Net Worth

| Bidder Name | Net Cash Accruals (In INR) | | | Net Worth (INR) |
|---|----------------------------|---------------|---------------|-----------------|
| | 1st last year | 2nd last year | 3rd last year | |
| Yearly Profit (as certified by statutory auditor/ chartered accountant) | | | | |
| TOTAL | | | | |

Note:

1. In case of a Joint Venture, the above information shall be provided for each Partner of the Joint Venture in accordance with Annexure C of Bid Data Sheet.

2. [For conversion of other currencies into rupees, see note below [Annex-II of Appendix-IA]
3. The Bidder should provide details of its own Financial Capacity.
4. Instructions:
 - (i) The Bidder shall attach copies of the audited balance sheets, financial statements and annual reports for immediately preceding past 5 (five) financial years, preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - (ii) Net Cash Accruals shall mean Profit After Tax + Depreciation.
 - (iii) Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
 - (iv) 1st last year will be the latest completed financial year, preceding the Bid Due Date. 2nd last year shall be the year immediately preceding 1st last year and so on. In case the Bid Due Date falls within [3 (three) months] of the close of the latest financial year, refer to Clause 5 of Annexure I of BDS.
 - (v) The Bidder shall also provide the name and address of the bankers to the Bidder.
 - (vi) The Bidder shall provide an auditor's certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth confirming compliance in accordance with (c) above.

C. Liquid Assets and/or Credit Facility

- (i) Name of the Bidder:
- (ii) Financial Information

| Financial Information | 1st last year | 2nd last year | 3rd last year |
|------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Liquid Assets | | | |
| Cash and Bank Balance | | | |
| Fixed Deposit | | | |
| Others (Please Specify) | | | |

Note:

1. In case of difference from the audited annual reports, the audited figures will prevail.
 2. In case of a Joint Venture, the above information shall be provided for each Partner of the Joint Venture in accordance with Annexure C of Bid Data Sheet.
- (iii) Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer (If necessary, use separate sheets to provide complete banker information).

| | |
|-------------------------|--|
| Banker | |
| Name of Banker: | |
| Address of Banker: | |
| Telephone: | |
| Contact Name and Title: | |
| E-mail: | |

In case of a Joint Venture, the above information shall be provided for each Partner of the Joint Venture in accordance with Annexure C of Bid Data Sheet.

- (iv) Specify proposed sources of credit line to meet the cash flow demands of the Contract. Provide evidence of access to lines of credit. Enclose credit lines/letter of credit from bank.

| Sr. No. | Source of Credit Line | Amount (INR) |
|---------|-----------------------|--------------|
| | | |
| | | |
| | | |
| | | |

Note:

1. In case of a Joint venture, above form has to be submitted for each Joint Venture Partner. Minimum eligibility criteria as required in the Bid Data Sheet, should be satisfied by each Partner of the Joint Venture.
2. Certificate from the statutory auditor shall be submitted by the Bidders in support of the above furnished details.

APPENDIX VIII
DETAILS OF ELIGIBLE PROJECTS

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

Name of the Bidder:

| Sr. No. | Project Details | Particulars of the Project | | |
|----------------|---|---|-------------|----------------------|
| 1 | Title and description of the Eligible Project | | | |
| 2 | Category | [EPC or Item Rate] | | |
| 3 | Name of Contractor | | | |
| 4 | Entity | Sole Bidder or Joint Venture Partner | | |
| 5 | Share in the Joint Venture, if in case Joint Venture Partner | (Enclose a copy of such Joint Venture Agreement) | | |
| 6 | Year-wise payments received for construction for Eligible Projects | Sr. No | Year | Payment (INR) |
| | | | | |
| | | | | |
| | | | | |
| 7 | Employer for which the Eligible Project was undertaken | | | |
| 8 | Location | | | |
| 9 | Cost of Eligible Project | | | |
| 10 | Date of commencement of project and contract | | | |
| 11 | Date of completion/ commissioning of project | | | |
| 12 | Work order copy along with completion/ commissioning certificates attached for each project submitted | | | |

Note:

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

Place:

Date:

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX IX
STATEMENT OF LEGAL CAPACITY

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

Ref. No.: [insert reference No.]
Date: [insert date]

To,
[Managing Director],
Dholera Industrial City Development Limited
6th Floor, Block No. 1 and 2, Udhyog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India

Dear Sir,

We hereby confirm that we/ our Partner in the Joint Venture (constitution of which has been described in Appendix II) satisfy the terms and conditions laid out in the ITB and the Tender Documents.

[We have agreed that [insert name of Lead Partner of Joint Venture] will act as the Lead Partner of our Joint Venture.]*

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

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*Please strike out whichever is not applicable

APPENDIX X

BID CAPACITY

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

Name of Bidder:

Information required to evaluate the Bid Capacity in terms of Clause 5 of Annexure I of Bid Data Sheet

1. To calculate the value of "A"

- (i) A table containing value of civil engineering works in respect to projects (EPC contract/ item rate contract/ construction works) undertaken by the Bidder during the last [5 (five) years] is as follows:

| Sr. No. | Financial Year | Value of Civil Engineering Works (INR in Crores) |
|---------|----------------|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

Note: Certificate from statutory auditor or chartered account certifying the aforesaid shall be required.

- (ii) Maximum value of projects has been undertaken during the F.Y. _____ out of the last 5 (five) years and value thereof is [INR [●] (Indian Rupees [●])].

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

INR [●] (Indian Rupees [●]) x (enhancement factor) = INR [●] (Indian Rupees [●])

Note: Enhancement factor as per given under Clause 5 of Annexure I of the Bid Data Sheet.

2. To calculate the value of "B"

A table containing value of all the existing commitments and on-going works / projects to be completed during the next 1 (one) year is as follows:

| Sr. No. | Name of Project/ Work | Percentage of participation of Bidder in the project. | Stipulated period of completion as per Agreement /LOA | Value of contract as per Agreement/ LOA (INR in crores) | Value of work completed (INR in crores) | Balance value of work to be completed (INR in crores) | Anticipated date of completion | Balance value of work at 20xx-xx price level |
|---------|-----------------------|---|---|---|---|---|--------------------------------|--|
| | | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

The statement showing the value of all existing commitments and ongoing works and projects as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the client or its engineer-in-charge not below the rank of executive engineer or equivalent in respect of EPC projects or concessionaire / authorized signatory of the Employer in respect of BOT projects.

Note: Enhancement factor as per given under Clause 5 of Annexure I of the Bid Data Sheet.

Place:

Date:

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX XI

UNDERTAKING BY THE BIDDER

(To be stamped with INR 300 and notarized)

Being duly authorized to represent and act on behalf of [*Insert Name of Bidder/ Lead Partner*] (“**Bidder**”) having its registered office address at [*Insert Address*] and having reviewed and fully understood all the eligibility requirements and information provided, the undersigned hereby declare and undertakes that:

- (i) the statements made and information provided as part of our Bid submission are true, correct and complete in every aspect.
- (ii) this Bid submission is made with full understanding and acknowledgement that:
 - (a) Bids by the Bidder will be subject to verification of all information and documents submitted during the Tender Process and Dholera Industrial City Development Limited (“**Employer**”) or any authorized representative of the Employer is hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with our Bid submission and to seek clarification from our bankers, employers or clients regarding any financial and technical aspects in respect of our past or ongoing projects; and
 - (b) in the event that the information/document submitted are found to be false, misleading, incorrect or incomplete or not in accordance with the requirements of the Employer, our Bid will be rejected and the Bidder will be disqualified along with forfeiture of our Bid Security and/or the Performance Security (as the case may be).
- (iii) Employer reserves the right to:
 - (a) modify, amend or supplement the scope of work including methodology of undertaking the works and services for the Project and the Bidder’s shall have no claim in this regard.
 - (b) reject or accept any Bid and/or suspend, cancel or annul the Tender Process at any time at its sole discretion, and may invite Bids from other Bidders to Bid for the Project, without assigning any reason thereof.

Capitalised terms used but not defined herein shall have their respective meanings set forth in the Tender Documents.

Place:

Date:

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX XII

UNDERTAKING FOR NO BLACKLISTING OR DEBARMENT

(To be stamped with INR 300 and notarized)

Being duly authorized to represent and act on behalf of [*Insert Name of Bidder/ Lead Partner*] (“**Bidder**”) having its registered office address at [*insert address*], the undersigned hereby declares and undertakes that the Bidder has not been blacklisted or debarred by Dholera Industrial City Development Limited or any department, authority or body of Government of India and/or any state government, public sector undertaking or any government corporation from participation in tenders or Tender Process as on [*Insert Bid Due Date*], either in an individual capacity or as a partner of any joint venture or consortium.

Capitalised terms used but not defined herein shall have their respective meanings set forth in the Tender Documents.

Place:

Date:

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX XIII

**UNDERTAKING FOR NO PENDING PROCEEDING UNDER NCLT UNDER
INSOLVENCY AND BANKRUPTCY CODE**

(To be stamped with INR 300 and notarized)

Being duly authorized to represent and act on behalf of [*Insert Name of Bidder/ Lead Partner*] (“**Bidder**”) having its registered office address at [*insert address*], the undersigned hereby declares and undertakes that the Bidder has not, been declared bankrupt or insolvent and has not received an order against it, compounded with its creditors, or admitted in writing its inability, to pay its debts as they mature, or taken or suffered any action for its liquidation or dissolution, and no receiver or liquidator has been appointed for all or any part of its assets within [1 (one) year] from [*Insert Bid Due Date*].

Place:

Date:

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX XIV
UNDERTAKING FOR SITE VISIT

(To be stamped with INR 300 and notarized)

We [*Insert name of Bidder/ Lead Partner*] hereby solemnly declare and certify that we have actually inspected/investigated site of the Project and interacted with Employer officials at the Project site on [*Insert Date*] with our representatives and personnel and have fully familiarized ourselves with all aspects of site conditions and features such as accessibility, working conditions, geo-technical/ terrain conditions, security, availability of water, electricity and other utilities, applicable laws and regulations including any applicable taxes or royalties, availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, climatic conditions, handling and storage of equipment and materials, availability of working space/site, main approach roads and feeder roads (if any).

We have kept ourselves fully informed of the provisions of the Tender Documents in respect of the Project and further amendments, modification or supplements from time to time.

We have quoted and bid for the Project taking into account all the factors given above and elsewhere in the Tender Document and/or informed to us by the Employer in writing.

Capitalised terms used but not defined herein shall have their respective meanings set forth in the Tender Documents.

Place:

Date:

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX XV

CERTIFICATE FOR ‘NO TECHNICAL AND COMMERCIAL DEVIATION’

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture)

This is with reference to Instruction to Bidders dated [*Insert Date*] bearing reference No. [*Insert Reference No.*] and other tender documents issued by Dholera Industrial City Development Limited for [*Insert Project Description*] (“**Tender Documents**”)

We have carefully read and examined the Tender Documents and have understood its contents and terms and conditions and all requirements in respect of the Bidder and the Project and accept, unconditionally and without any qualification or reservation, all terms and conditions of the Tender Documents.

We hereby confirm that our Bid is in confirmation to all terms and conditions of the subject Tender Documents, without any technical and commercial deviation whatsoever.

Place:

Date:

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

ANNEXURE B

LETTER COMPRISING THE FINANCIAL BID

(To be prepared on the letterhead of the Bidder/Lead Partner of Joint Venture and to be submitted online only)

Ref. No.: [insert reference no.]

Date: [insert date]

To,
Managing Director,
Dholera Industrial City Development Limited
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India

Fax No: +91-079-29750502

Phone: +91-079-2975 0500

Dear Sir,

Subject: Submission of Financial Bid for [insert the description and purpose of the project for which the bids are invited] (**“Project”**)

1. With reference to your Instruction to Bidders bearing reference no. [insert reference no.] dated [insert date] (**“ITB”**), we, being duly authorized to represent and act on behalf of and having examined the ITB and understood its contents and terms and conditions, hereby submit our unconditional and unqualified bid and offer for undertaking the scope of works and services for the Project, as specified in the ITB and other Tender Documents issued by the Dholera Industrial City Development Limited (**“Employer”**).
2. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for the aforesaid Project. We hereby certify that all such information provided as part of our Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are originals or true copies of their respective originals, as applicable. We shall make available to the Employer any additional document or information it may consider necessary or require from time to time to supplement or authenticate our qualification and/or the Bid.
3. The Bid Price has been quoted by us after taking into consideration of all the terms and conditions stated in the ITB, Contract and other Tender Documents, our own estimates of costs and after careful assessment of the Project site and all the conditions that affect or may affect or may have a bearing on the Project cost and/or implementation of the Project and we understand that no additional payments or change in scope shall be allowed on the basis of any change in Project site parameters or conditions at a later date.
4. We understand that the Employer is not bound to accept the lowest bid or any bid as it may receive. We understand and acknowledge the unqualified right of the Employer to

reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. In the event we are declared as the Selected Bidder, we agree to enter into the Contract as provided along with the Tender Documents within 30 (thirty) days of LOA by the Employer. We have carefully examined the terms and conditions set out in the draft Contract and agree not to seek any changes or deviations in the aforesaid draft and agree to abide by the same for the duration of the Contract.
6. This Bid shall be valid, subsisting and binding for a period not less than [180 (one hundred and eighty) days] from the Bid Due Date or such other period as may be specified in the Tender Documents.
7. We hereby submit our Financial Bid and offer a Bid Price of INR [*Insert Bid Price in figures*] (Indian Rupees [*Insert Bid Price in words*]) for undertaking the said Project in accordance with the Tender Documents and the Contract.
8. We agree and undertake to abide by all the terms and conditions of the Tender Documents and the Contract (if and when signed with the Employer).
9. Capitalized terms used but not defined herein shall have their respective meanings set forth in the Tender Documents.

IN WITNESS THEREOF, we submit this Bid under and in accordance with the terms of the Tender Documents.

Signed on this [*insert date*] day of [*insert month*] 20xx.

Yours faithfully,

(Name and designation of the authorised signatory of Bidder/Lead Partner)

Date:

Place: (Company seal of Bidder/Lead Partner)

WITNESS

(Name of the Witness)

Address:

Date:

ANNEXURE C

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

[To be stamped with appropriate value as per the applicable laws at the place of its execution]

Know all men by these presents, we _____ *[insert*

name of the Bidder/Lead Partner and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. *[insert name]*, son / daughter / wife of *[insert name]* and presently residing at *[insert address]* who is presently employed with [us / the Lead Partner] and holding the position of *[insert designation]*, as our true and lawful attorney (“**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our Bid for the *[insert details of the project]* (“**Project**”) proposed or being developed by the Dholera Industrial City Development Limited (“**Employer**”) including but not limited to signing and submission of all Bids and other documents and writings, participate in Tender Process and other pre-bid conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all deeds, contracts and agreements including the Contract for the Project and undertakings and declarations consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the Appointed Date under Contract.

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

IN WITNESS WHEREOF WE *[insert name of Bidder / Lead Partner]* **THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS** *[insert date]* **DAY OF** *[insert month]* **20xx.**

For

.....
(Signature, name, designation and address of person, authorized by Board Resolution (in case company or partner in case of LLPs)

Witnesses:

1.

(Notarised)

2.

Accepted

.....
(Signature)

(Name, title and address of the Attorney)

Notes:

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

ANNEXURE D

FORMAT FOR POWER OF ATTORNEY FOR LEAD PARTNER OF JOINT VENTURE

[To be stamped with appropriate value as per the applicable laws at the place of its execution]

Whereas the Dholera Industrial City Development Limited (hereinafter referred to as the “**Employer**”) has invited Bids and issued Tender Documents for interested parties for the *[Insert Project description]* (hereinafter referred to as the “**Project**”).

Whereas, _____ and _____ (collectively referred as the “**Joint Venture**”) being Partners of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Instruction to Bidders dated *[insert date of ITB]* bearing reference No. *[insert ITB reference No.]* and other connected or related Tender Documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, *[insert name of the Partner]* having our registered office at *[insert address]*, (hereinafter referred to as the “**Principal**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. *[insert name of Lead Partner]* having its registered office at *[insert address]*, being one of the Partners of the Joint Venture, as the Lead Partner and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Tender Process and, in the event the Joint Venture is awarded the Project, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture and submission of its Bid for the Project, including but not limited to signing and submission of Bids and other documents and writings, accept the LOA, participate in bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s Bid for the Project and/ or upon award thereof until the Appointed Date under the Contract.

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/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [insert date] DAY OF [insert month] 20xx.

For
(Signature, Name & Title)

Witnesses:

1.

2.

..... (Executants)

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

Notes:

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

ANNEXURE E

FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE

(To be stamped with appropriate value as per its place of execution)

THIS **JOINT BIDDING AGREEMENT** (“**Agreement**”) is entered into on this the [*insert date*] day of [*insert month*], 20xx

AMONGST

1. [[*insert name of Lead Partner*], a company validly existing under the Companies Act, 2013] OR [[*insert name of Lead Partner*], a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008] and having its registered office at [*insert registered address*] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. [[*insert name of Partner*], a company validly existing under the Companies Act, 2013] OR [[*insert name of Partner*], a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008] and having its registered office at [*insert registered address*] (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

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

WHEREAS,

- (A) Dholera Industrial City Development Limited, validly existing under the Companies Act, 2013, having its registered office at [*insert address*] (hereinafter referred to as the “**Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has issued Instruction to Bidders bearing reference No. [*insert ref. no.*] dated [*insert date*] along with other tender documents (“**Tender Documents**”) for award of contract for [*insert project description*], in Dholera Special Investment Region, Dholera, Gujarat (the “**Project**”);
- (B) The Parties are interested in jointly bidding for the Project as partners of a Joint Venture and in accordance with the terms and conditions of the Tender Documents in respect of the Project as issued by the Employer; and
- (C) It is a necessary condition under the Tender Documents that the partners of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

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

2. JOINT VENTURE

- 2.1. The Parties do hereby irrevocably constitute a Joint Venture (“**Joint Venture**”) for the purposes of jointly participating in the Tender Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Tender Process only through this Joint Venture and not individually and/ or through any other joint venture or consortium constituted and bidding for this Project, either directly or indirectly through any Affiliate (*as defined in the Tender Documents*).

3. OBLIGATIONS OF THE PARTIES

- 4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:
 - (a) Party of the First Part shall be the Lead Partner of the Joint Venture and shall have the power of attorney from all Parties and Partners of Joint Venture for conducting all business for and on behalf of the Joint Venture during the Tender Process and duration of the Contract; and
 - (b) Party of the Second Part shall be the Partner of the Joint Venture, which shall together with the Lead Partner, be jointly and severally, liable for performance of its obligations during the Tender Process and duration of the Contract.
- 4.2 All information sought by Employer as part of the Bid for the Project shall be provided for all the Partners of the Joint Venture.

4. JOINT AND SEVERAL LIABILITY

- 5.1 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 Tender Documents and the Contract, till such time as the completion of the Defect Liability Period in accordance with the Contract.
- 5.2 The Parties do hereby undertake and declare that the Lead Partner shall represent all Partners of the Joint Venture and shall at all times be liable and responsible for discharging the functions and obligations of the Joint Venture; and that each Partner of the Joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Partner on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Partner for and on behalf of the Joint Venture. The Employer shall have the right to release payments solely to the Lead Partner and shall not in any manner be responsible or liable for the inter se allocation of payments among partners of the Joint Venture.

5. CHANGE OF CONTROL

The Parties agree that neither Party shall transfer, sell, convey, assign, pledge, encumber or in any manner dispose of (or agree / undertake to do) its legal or beneficial ownership or undertake any change in Control, during the Tender Process and the entire validity/ duration of the Contract, without the prior written approval of the Employer.

6. REPRESENTATION OF THE PARTIES

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Partner is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (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 Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. TERMINATION

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

8. MISCELLANEOUS

- 8.1. This Joint Bidding Agreement shall be governed by laws of India.
- 8.2. The Parties acknowledge and accept that this Agreement shall not be amended, supplemented or terminated by the Parties without the prior written consent of the Employer.

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

SIGNED, SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED

For and on behalf of

FIRST PART:

SECOND 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 Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- ii. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Partner.*
- iii. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

ANNEXURE F**PART A: FORMAT FOR BANK GUARANTEE FOR BID SECURITY**

B.G. No. Dated:

1. WHEREAS Dholera Industrial City Development Limited, having its registered office at [insert address] (hereinafter referred to as the “**Employer**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [insert name of the Bidder/ Lead Partner] and having its registered office at [insert address] [(and acting on behalf of its Joint Venture)] (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the [insert project description] (hereinafter referred to as “the **Project**”) pursuant to Instruction to Bidders dated [insert date] bearing reference No. [insert reference no.] (“**ITB**”) issued in respect of the Project and other related documents including without limitation of the draft Contract (together with the ITB, hereinafter collectively referred to as “**Tender Documents**”), we [insert name of the Bank] having our registered office at [insert address of Bank] and one of its branches at [insert the relevant branch address] (hereinafter referred to as “**Bank**” or “**We**” or “**Us**”), at the request of the Bidder, do hereby in terms of Clause 16 of the ITB, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents (including the ITB) and Letter of Award (“**LoA**”) (if any) of Employer by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of [INR [insert amount in figures] (Indian Rupees [insert amount in words] only)] (hereinafter referred to as the “**Guaranteed Amount**”).
2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents and/or the LoA (if applicable) shall be final, conclusive and binding on the Bank, without any proof of such payments having become payable, and shall be payable forthwith without any delay and in any case no later than the next business day from the date of presentation of the letter of invocation of the Guarantee, notwithstanding any claim, dispute, counter claim, assertion or proceedings pending before any court, tribunal, arbitrator or any other authority, as liability under these presents being absolute and unequivocal and the Bank hereby waives all such defences.
3. The Bank hereby unconditionally undertakes to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Documents, including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Tender Documents for any reason whatsoever or failure in complying with any terms and conditions under the LoA. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. Provided always that nothing contained herein shall enlarge the Bank’s liability hereunder beyond the Guaranteed Amount.

4. This Guarantee shall be irrevocable and unconditional in all respects and shall remain in full force for a period of [210 (two hundred and ten) days] from the Bid Due Date (i.e. [insert date] and shall have a further claim period of [180 (one hundred and eighty) days] from the end of validity period of the Guarantee or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. The Bank further agrees that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Tender Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority and the Bank shall not be entitled to ask the Employer to establish or provide any evidence in respect of the claims under this Guarantee but shall pay the same on demand without any objection.
6. The Guarantee shall not be affected by: (a) the Employer taking or varying or giving up any securities from the Bidder or any other persons, firm or company on its behalf; (b) any change in the constitution or winding up, dissolution, insolvency, bankruptcy or liquidation, as the case may be, of the Bidder or the Bank, any absorption, re-organisation, merger or amalgamation of the Bidder or the Bank with any other person; or (c) inability of the Bidder to perform its obligations under the Tender Documents or to make payment, for any reason whatsoever and in such cases the Guaranteed Amount shall be promptly paid by the Bank to the Employer on demand.
7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor and not merely as surety. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of LoA by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents and/or LoA by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder or pursuant to this Guarantee can be served hereunder upon: (a) the Bidder at [insert address of the Bidder] and (b) the Bank at its office at [insert address of the Bank] or at any branch which shall

be deemed to have been duly authorised to receive the said notice of claim and sent by courier or by registered mail to the Bank at [*insert e-mail address of the Bank*].

9. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein under the applicable law in India; the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
13. Notwithstanding anything contained herein, the Bank hereby confirms that:
 - (a) the Bank's liability under this Guarantee shall be restricted to the Guaranteed Amount.
 - (b) this Guarantee shall be valid up to a period of not less than [210 (two hundred and ten days)] from the Bid Due Date, with a further claim period of [180 (one hundred and eighty days)] from the end of validity period of this Guarantee.
 - (c) the Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with Paragraph 8 hereof, on or before [*indicate date falling 210 days after the Bid Due Date*] and if a written claim or demand has been served upon the Bank thereto, the Bank shall be discharged of all liabilities under this Guarantee upon payment of the Guaranteed Amount.
 - (d) the Bidder may make more than 1 (one) demand hereunder provided that the sum of all demands shall not exceed the Guaranteed Amount.
 - (e) the Guarantee shall not be assigned or transferred by the Bank.

Capitalised terms used but not defined herein shall have their respective meanings set forth in the Tender Documents.

Signed and Delivered by Bank

By the hand of Mr./Ms
its..... and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

ANNEXURE G

Form of Bank Guarantee

Annexure I – Performance Security

.....
Employer.....,
Gandhinagar, Gujarat
WHEREAS:

_____ [name and address of contractor] (hereinafter called “the Contractor”) and [name and address of the EMPLOYER], (“the EMPLOYER”) have entered into an agreement (the “Agreement”) for the work of “.....”, subject to and in accordance with the provisions of the Agreement.

The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period (as defined in the Agreement) in a sum of Rs. Crore (Rupees Crore) (the “Guarantee Amount”).

We,through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

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

The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the EMPLOYER, under the hand of an officer not below the rank of [.....of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court,

tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee. The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

Notwithstanding anything contained herein before, the liability of the Bank under this Guarantee is restricted to the guaranteed amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

The Performance Security shall cease to be in force and effect, 3 months after completion of the Defects Liability Period as set forth in Clauses 31.

The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.

This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end **** month in the year ***** or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

Annexure II – Form for Guarantee for Withdrawal of Retention Money

(Schedule-G)

.....,

EMPLOYER,

Gandhinagar, Gujarat

WHEREAS:

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

- a) in accordance with the Clause 45 of the Agreement, whenever the amount of the retention money (hereinafter called “Retention Money”) held by the EMPLOYER exceeds 1% (one per cent) of the Contract Price, the Contractor may, at its option, withdraw the Retention Money after furnishing to the EMPLOYER a bank guarantee for an amount equal to the proposed withdrawal.
- b) We, through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) for the amount of Rs. (..... in words) (the “Guarantee Amount”).

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

The Bank hereby unconditionally and irrevocably undertakes to pay to the EMPLOYER, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the EMPLOYER, under the hand of an officer not below the rank of [..... of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Retention Money and any of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Retention Money.

Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the guaranteed amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

The guarantee shall cease to be in force and effect, 90 (ninety) days after the end of the Completion Period specified in Clauses 45 of the Agreement.

The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.

This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the end **** month in the year ***** or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

Annexure III – Form for Guarantee for Advance Payment

(Schedule-G)

.....,
.....EMPLOYER,
Gandhinagar, Gujarat

WHEREAS:

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

in accordance with the Clause 41.1 of the Agreement the EMPLOYER shall make to the Contractor an interest bearing advance payment (hereinafter called “Advance Payment”) equal to 10% (ten per cent) of the contract price for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in three installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equal to the 110% amount of each instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of (first/second/third) instalment of the Advance Payment is Rs. **** cr. (Rupees ***** crore) (the “Guarantee Amount”).

We, through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) for the Guarantee Amount. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the EMPLOYER, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the EMPLOYER, under the hand of an officer not below the rank of [.....of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and

binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Advance Payment.

Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

The guarantee shall cease to be in force up to the end of the original Completion Date of the Contract, as set forth in Clause 1.1 and as specified in the SCC of the Agreement.

The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.

This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end **** month in the year ***** or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

ANNEXURE H

FORMAT FOR LETTER OF AWARD

[to be prepared on letterhead of the Employer]

Ref. No.: *[insert reference No.]*

Date: *[insert date]*

To,

[insert Selected Bidder's name and address, in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

[Lead Partner of the Joint Venture of M/s. [insert name of Lead Partner] and M/s. [insert name of the other Partner of Joint Venture]]

Attn: Mr./ Ms. *[insert name]*

Sub: Letter of Award for *[insert name of the Project]*

Contract Identification Number (CIN) No.: *[insert CIN]*

Dear [Sir/ Ma'am],

1. This has reference to the following:

- (i) Our Information for Bidders dated *[insert date]*;
- (ii) Tender Documents for the Project comprising the following:
 - (a) Instruction to Bidders dated *[insert date]* bearing reference No. *[insert ref. No.]*;
 - (b) Bid Data Sheet dated *[insert date]* bearing reference No *[insert reference]*;
 - (c) Amendment No. *[insert number]* to *[insert name of relevant Tender Document]*; and
(Applicable only if any an amendment to the Tender Document(s) has been issued subsequently)
 - (d) Clarifications to the Tender Documents, pursuant to pre-bid conference held on *[insert date]*.
(Applicable only if any an amendment to the Tender Document(s) has been issued subsequently)
 - (e) *[Include as further sub-paragraphs any other correspondence made to the Bidders after issuance of Tender Documents up to Bid opening].*
- (iii) Letter of Technical Bid dated *[insert date]* bearing reference No. *[insert ref. No.]*;

- (iv) Intimation for opening of Second Envelope/ Financial Bids issued to you *vide* our letter no. [*insert reference*] dated [*insert date*];
- (v) Letter of Financial Bid dated [*insert date*] bearing reference No. [*insert ref. No.*]; and
- (vi) Post bid discussions we had with you on various dates from [*insert date*] to [*insert date*] resulting into the minutes of meeting/ record notes of Post-bid discussions enclosed as **Appendix 1** hereunder.

2. AWARD OF CONTRACT AND ITS SCOPE

- (i) We are pleased to inform you that we have shortlisted and accepted your Bid to be read in conjunction with all the specifications, terms and conditions of the Tender Documents and specific confirmations recorded in the record notes of Post-bid discussions as annexed in Appendix 1 below, for performance of all activities, services and scope of work, as set forth in the documents, viz. (*insert brief scope of work*) for the (*insert name of the Project*).
- (ii) The scope of work under this Letter of Award (“LOA”) shall also include all such activities which are not specifically mentioned in the Tender Documents but are necessary for the successful completion of your scope of works under the Contract for the (*Insert name of the Project*) and all incidental work, activities and services which may be inferred as required or necessary to complete and render the Project operable in accordance with the terms and conditions of this Contract, unless otherwise specifically excluded in the Tender Documents or in this LOA.
- (iii) [You, [M/s. [*insert name of Lead Partner*], the Lead Partner of the Joint Venture, along with M/s. [*insert name of Partner*], the other Partner of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract.]

3. CONTRACT PRICE

- 3.1 The total contract price for the entire scope of work under this Contract shall be [INR [●] (Indian Rupees [●])] (“**Contract Price**”) as per the following break-up:

| Sl. No. | Price Component | Amount |
|--------------|-----------------|--------|
| 1. | | |
| Total | | |

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 3.3 In accordance with clause 13 of ITB, you are also requested to kindly furnish price breakup of basic price and others applicable taxes, duties and levies (Excluding GST) with acceptance of Letter of Award.

4. The Contractor is required to furnish, within [●]([●]) days of issuance of this LOA, an irrevocable and unconditional first demand bank guarantee from an acceptable scheduled commercial bank in India, as per the Tender Documents, for an amount of [INR [●] (Indian Rupees [●])] i.e. equal to [●]% ([●] percent) of the Contract Price, which shall be valid up to and including [*indicate date falling on 90 days after the end of Defect Liability Period*] in the form provided at **Annexure G of ITB** below (“**Performance Security**”).

(In case any other performance security is required to be furnished, the same is to be mentioned here)

5. The Contractor is required to, within [●]([●]) days of issuance of this LOA, enter into a Contract (*draft made available as part of Tender Documents*) with the Employer.
6. You are also required to procure the following insurance policies in accordance with Article 20 of General Conditions of Contract, which includes:
- (i) Workmen Compensation Insurance;
 - (ii) Third Party Liability Insurance;
 - (iii) All plant and equipment of the Contractor hypothecated to the Employer;
 - (iv) Any other insurance that may be necessary to protect the Employer; and
 - (v) All insurances to be in joint name with the Employer and the name of Project mentioned in the insurance document.
7. The schedule for Completion of Project shall be [*insert the completion schedule*] months from the Appointment Date under the Contract for all purposes.
8. This LOA is subject to the terms and conditions contained herein and in the Tender Documents, and the Contractor undertakes to perform its obligations in terms of this LOA in accordance with applicable law and the Employer’s instructions. The terms of this LOA shall come into effect on the date of its execution and shall govern the understanding between the parties in respect of engagement of the Contractor for the Project, until the earlier of: (i) expiry of [●] [days/months] [*retain as relevant*] from the date of this LOA; or (ii) execution of Contract between the Employer and the Contractor in respect thereof. This LOA shall stand automatically terminated upon the earlier of the expiry of said timeline hereinabove or execution of the Contract.
9. A duplicate copy of this LOA has been issued to you. You are requested to please acknowledge the receipt of this LOA and communicate to us your unconditional acceptance of the terms set out herein, by returning to us a duly signed and stamped copy of this LOA within 7 (seven) days of receipt thereof, failing which this LOA shall automatically terminate.

10. This LOA for appointment of the Contractor under the terms of the Tender Document shall forthwith and without requiring any further action, stand terminated and thereupon, without prejudice to any other rights and remedies of the Employer, the Employer shall have the right to reject your Bid, disqualify you, blacklist the Selected Bidder and Contractor from participating in its future bids/tenders for a period of [●]([●]) years, forfeit and appropriate the entire Bid Security, and be entitled to appoint as replacement any other person as the Contractor at your risk, cost and expense, in the event you fail or neglect to perform the following, as per the said terms and conditions contained hereunder and Tender Document:
- (i) submit a duly signed and stamped copy of this LOA within 7 (seven) days of receipt thereof;
 - (ii) furnish the Performance Security within the timelines and/or in accordance with Clause 4 above; and/or
 - (iii) sign and executed the Contract between the Contractor and the Employer within the timelines and in accordance with Clause 5 above.
11. Notwithstanding anything to the contrary contained in the LOA, the Employer may reject the Bid, disqualify you, blacklist the Selected Bidder and Contractor from participating in its future bids/tenders for a period of [●]([●]) years, withdraw the LOA, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Tender Process.
12. Notwithstanding anything to the contrary, the Employer reserves the right to: (i) amend the provisions of this LOA; and/or (ii) terminate this LOA, in the event the Contractor fails to comply with the bid requirements, instructions of the Employer, or the basis on which this LOA has been issued is no longer commercially viable.
13. The parties agree to keep all information contained in this LOA strictly confidential and shall not disclose the same to a third party, without the consent of the other party, except as may be required by the applicable law.

We look forward to working with you and completing the Project together.

Thanking you,

Yours faithfully,

For and on behalf of,

[insert name of the Employer]

Authorized Signatory

Acknowledged and accepted,

For and on behalf of,

[insert name of the Contractor]

Authorized Signatory

Enclosure:

Appendix 1 - Minutes of Meeting/ Record Notes of Post-Bid Discussions

Appendix 2 - Format of Performance Security

APPENDIX 1

MINUTES OF MEETING/ RECORD NOTES OF POST-BID DISCUSSIONS

[To be annexed separately prior to issuance of LOA]

ANNEXURE I

FORMAT FOR CONTRACT AGREEMENT

This **CONTRACT AGREEMENT** (“**Contract**”) is entered into on this the *[insert date]* day of *[insert month]*, 20xx

BETWEEN

1. **DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED**, a company duly incorporated under the Companies Act, 2013 and having registered office at [●] (hereinafter referred to as the “**Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **ONE PART**, represented by Mr. *[insert name]*, its Managing Director;

AND

2. *[insert name of the Contractor]*, a company duly incorporated under the Companies Act, 2013 and having registered office at [●], (hereinafter referred to as the “**Contractor**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **OTHER PART**, represented by Mr./ Ms. *[insert name]*, its *[insert designation]*.

WHEREAS:

- (A) The Government of India has set up National Industrial Corridor Development Corporation (“**NICDC**”), as a special purpose company incorporated under the erstwhile Companies Act, 1956, to establish, promote and facilitate the development of Delhi Mumbai Industrial Corridor (“**DMIC**”) along the alignment of proposed multi-modal high axle load dedicated freight corridor between Delhi and Mumbai, covering an overall length of 1483 km. DMIC is the first initiative from NICDC to create a linear zone of industrial clusters and nodes to be developed within the influence area of western dedicated freight corridor.
- (B) The Dholera Special Investment Region (“**DSIR**”), an industrial node forming part of DMIC, is a special investment region in the State of Gujarat administered and governed under legal framework of Gujarat Special Investment Region Act, 2009. DSIR is a flagship development project under DMIC and is proposed to be a major greenfield industrial hub planned and located approximately 100 (one hundred) kms. south of Ahmedabad and 130 (one hundred thirty) kms. from Gandhinagar, the state capital of Gujarat. For this purpose, NICDC, with support of Gujarat Infrastructure Development Board and its extended arm, Gujarat Industrial Corridor Corporation has set up Dholera Special Investment Region Development Authority (“**DSIRDA**”).
- (C) Dholera Industrial City Development Limited (“**DICDL**” or “**Employer**”), a special purpose vehicle comprising of 51% (fifty-one percent) equity stake of Government of Gujarat through DSIRDA and 49% (forty-nine percent) equity stake of Government of India through National Industrial Corridor Development and Implementation Trust, has

been entrusted with the implementation and administration of this industrial node of DMIC being DSIR.

- (D) Accordingly, the Employer has decided to undertake development of the DSIR in a phased manner. Since the entire Phase - I (i.e. TP1 and TP2) of development of DSIR cannot be implemented at the same time, a phased approach has been adopted and an activation area admeasuring 22.5 sq. kms. constituting of 18 sq. kms of TP2 (East) and 4.5 sq. kms of town planning scheme 4 [based on the maximum availability of government lands] (“**Activation Area**”), has been identified which would act as catalyst for further investments and will provide a base for taking up development of further phases.
- (E) In furtherance to development of the Activation Area, DICDL also plans to develop 4.22 (four decimal two two) sq. kms. of area adjoining the Activation Area (being eastern part of TP2B-2 and TP2B-3) in DSIR, Dholera, Gujarat, India (“**Adjoining Area**”). As part of this endeavor, the Employer has decided to engage an independent third party entity/ contractor to undertake the design, engineering, procurement, construction, testing, commissioning, operations and management of roads and services for development of Adjoining Area (being eastern part of TP2B-2 and TP2B-3) in DSIR (“**Project**”) in the State of Gujarat on Engineering, Procurement and Construction basis in accordance with the terms and conditions to be set forth in this agreement.
- (F) The Employer had accordingly invited bids from interest bidders for [●].
- (G) After evaluation of the bids received, the Employer had accepted the bid of the [*insert name of the Selected Bidder*] (“**Selected Bidder**”) and issued its Letter of Award No. [●] dated [●] (“**LOA**”) to the Selected Bidder.
- (H) Accordingly, the Employer is desirous of engaging the Contractor for undertaking and executing the Project as detailed further in the Contract, and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing:

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Contract, the sufficiency and adequacy of which is hereby acknowledged, the Employer hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Contract and intending to be legally bound hereby, the Parties agree as follows:

1. PROJECT DOCUMENTS

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (i) This Contract together with the General Conditions of Contract (Section IV) and Special Conditions of Contract (Section V) and all annexes, schedules, attachments, exhibits, appendices and documents attached hereof, including any technical documents and specification, as the same may be modified, amended and supplemented from time to time in accordance with the terms hereof;

- (ii) Letter of Award dated [●] bearing reference No. [●];
- (iii) Tender Documents comprising of the following:

| Section | Particulars | Volume No. |
|---------|--|------------|
| - | Invitation for Bids | I |
| 1 | Instructions to Bidders with Annexure (Bid Forms) | |
| 2 | Bid Data Sheet with Annexure (Annexure I, BDS) | |
| 3 | General Condition of Contract (GCC) | |
| 4 | Special Condition of Contract (SCC) | |
| 5 | Technical Specifications and Quality and Safety Manual | II |
| 6 | Bill of Quantities | III |
| 7 | Drawings | IV |
| 8 | Documents to be furnished by bidder | V |

- (iv) Pre-bid clarification along with all amendments/corrigendum/addendums; and
- (v) Bids Submitted by the Contractor.

2. ORDER OF PRECEDENCE

In the event of any ambiguity or conflict between the documents listed above in Clause 1, provision contained under Clause 2.3 of General Conditions of Contractor shall apply.

3. CONTRACT PRICE

The Employer hereby agrees to pay to the Contractor [INR [●] (Indian Rupees [●])] as the Contract Price, in consideration of the performance by the Contractor of its obligations hereunder. The break-up of the Contract price is as under:

[insert break-up of the Contract Price]

Notwithstanding anything in this Contract to the contrary, the Contractor shall be responsible for execution of the Contract and its Scope of Work for the Project, to achieve successful completion and taking over of the Project by the Employer as per the requirements stipulated in the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written

Signed by for and
on behalf of the Employer

.....
Signature

.....
Title

in the presence of

Signed by for and
on behalf of the Contractor

.....
Signature

.....
Title

in the presence of

{COUNTERSIGNED and accepted by:

SECTION – III

BID DATA SHEET (BDS)

BID DATA SHEETS (BDS)

The following bid specific data for the Tender for “**Construction of Fire Station in Activation Area, Dholera**” shall amend and/or supplement the provisions in the Instruction to Bidders (ITB):

| Sl. No. | ITB Clause Ref. No. | Bid Data Details | | | | | | | | | | | | |
|-------------------|---------------------------------|--|-------------------|--|------|----|-------------|------------|----|---------------------------------|------------|----|--------------------|--|
| 1. | ITB 1.1 & 16.1 | <p>The Employer is:</p> <p>Dholera Industrial City Development Ltd (DICDL) 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, ‘GH-4’ Circle, Gandhinagar – 382011 Gujarat, India Fax No: +91-79- 29750502 Phone: +91-079-29750500 Corporate Identification Number (CIN): U45209GJ2016SGC085839</p> <p>E-mail Address:</p> <p>i. tender@dicdl.in</p> | | | | | | | | | | | | |
| 2. | ITB 1.1 | <p>The Project is:</p> <p>Tender for Construction of Fire Station in Activation Area, Dholera</p> | | | | | | | | | | | | |
| 3. | ITB 4.3.1 & ITB 4.3.1(a) | Maximum Number of partners in a Joint Venture (JV) shall not exceed 02 (Two) including Lead Partner. The JV shall meet the qualification requirement specified in the Annexure I of BDS | | | | | | | | | | | | |
| 4. | ITB 9.2.1 | <p>Date: 26/11/2024 Time: 15:00</p> <p>Venue: ABCD Building, Dholera</p> | | | | | | | | | | | | |
| 5. | ITB 12.1(i) | Bid Security: INR 17,58,000/-(Rupees Seventeen lacs Fifty Eight Thousand only) in the form of Demand Draft or Bank Guarantee (BG) | | | | | | | | | | | | |
| 6. | ITB 19.1 | <p>The Employer shall endeavor to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th colspan="2">Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Issue Date:</td> <td>19/11/2024</td> </tr> <tr> <td>2.</td> <td>Last date for receiving queries</td> <td>26/11/2024</td> </tr> <tr> <td>3.</td> <td>Pre-Bid Conference</td> <td> 26/11/2024 Time: 15:00 Hrs Venue: ABCD Building, Dholera </td> </tr> </tbody> </table> | Event Description | | Date | 1. | Issue Date: | 19/11/2024 | 2. | Last date for receiving queries | 26/11/2024 | 3. | Pre-Bid Conference | 26/11/2024 Time: 15:00 Hrs Venue: ABCD Building, Dholera |
| Event Description | | Date | | | | | | | | | | | | |
| 1. | Issue Date: | 19/11/2024 | | | | | | | | | | | | |
| 2. | Last date for receiving queries | 26/11/2024 | | | | | | | | | | | | |
| 3. | Pre-Bid Conference | 26/11/2024 Time: 15:00 Hrs Venue: ABCD Building, Dholera | | | | | | | | | | | | |

| Sl. No. | ITB Clause Ref. No. | Bid Data Details | | |
|---------|---------------------|---|---|-------------------------------|
| | | 4. | Employer response to queries latest by | 29/11/2024 |
| | | 5. | Bid Due Date (Online submission) | 13/12/2024 Time: 15:00 Hrs |
| | | 6. | Physical Submission of Bids | 16/12/2024 Time: 15:00 Hrs |
| | | 7. | Opening of Technical Bids | 16/12/2024 Time: 15:30 Hrs |
| | | 8. | Opening of Financial Bids | [To be specified] |
| | | 9. | Letter of Award (LOA) | [To be specified] |
| | | 10. | Validity of Bids | 180 days of Bid Due Date |
| | | 11. | Signing of Contract | Within 30 days of LOA |
| 7. | ITB 21 | BID Opening: Dholera Industrial City Development Ltd (DICDL) 6th Floor, Block No. 1 and 2, Udhog Bhavan, Sector-11, ‘GH-4’ Circle, Gandhinagar – 382011 Gujarat, India | | |
| 8. | Additional Clause | The Estimated Project Cost: INR 17,57,67,784/- Excluding GST Rupees Seventeen Crore Fifty Seven Lacs Sixty Seven Thousands Seven Hundred Eighty Four only Excluding GST. | | |
| 9. | Additional Clause | Deleted | | |
| 10. | Additional Clause | Tender Processing Fee: To participate in bidding, bidders have to pay INR 23,600/- + GST (Rupees Twenty-Three Thousand Six Hundred Only including GST) towards processing fee for BID (non- refundable) in favour of “Dholera Industrial City Development Limited, Gandhinagar” payable at Gandhinagar | | |
| 11. | Additional Clause | Completion Period: 11 Months | | |

| Sl. No. | ITB Clause Ref. No. | Bid Data Details |
|---------|-----------------------|--|
| 12. | Communication Address | <p>To Managing Director,</p> <p>Dholera Industrial City Development Ltd (DICDL) 6th Floor, Block No. 1 and 2, Udhyog Bhavan, Sector-11, ‘GH-4’ Circle, Gandhinagar – 382011 Gujarat, India</p> <p>Fax No: +91-79- 29750502 Phone: +91-079-29750500</p> <p>E-mail Address: i. tender@dicdl.in</p> |
| 13. | Additional Clause | <p>The prospective bidders are requested to forward the queries essentially in Excel format provided on n-procure website by e-mail to tender@dicdl.in. In addition, the prospective bidders can submit the queries by any other mode by letter, standard electronic means (PDF and excel file)/ fax to the Client’s office addressed mentioned below. However, the prospective bidders may please note that if the Queries are not forwarded by mail in excel form as above, the same run the risk of no response from Employer at their risk.</p> |

----- *End of Section-III (BDS)* -----

Qualifying Requirement (QR) for Tender for Construction of Fire Station in Activation Area, Dholera

QUALIFICATION OF THE BIDDER

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's technical experience and financial position as demonstrated by the Bidder's responses in the corresponding Bid form.

Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm or a Joint Venture of two firms. Specific requirements for Joint Ventures are given under clause 4 below and Clause 4.3 of ITB.

The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the project within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/construction site; (iii) details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.

1. For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:
 - A. The Bidder may be a single entity or a group of entities (the "Joint Venture"), coming together to implement the Project. However, a Bidder, applying individually or as a member of a Joint Venture, as the case may be, cannot be member of another group of entity. The term Bidder used herein would apply to both a single entity and a Joint Venture.
 - B. This Invitation for Bids, issued by the Employer is open to all company incorporated under the Indian Companies Act, 1956/2013 or Limited Liability Partnership registered under Limited Liability Partnership Act 2008, barring foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.
 - C. A Bidder shall be registered as Class AA and above in any State Govt., Central Govt. department or equivalent class in CPWD/ other State Government for the work.
 - D. A Bidder shall not have a conflict of interest in accordance with ITB that affects the Bidding Process.

2. Technical Experience:

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

I. Techno-commercial Capacity:

The Bidder in the past 5 (Five) financial years preceding the Bid Due Date, have received payments for construction of ^S**Eligible Project(s)**, or has undertaken works by itself, such that the sum total thereof is more than INR 31.11 Crores (Rupees Thirty One Crore Eleven Lacs only) (the “Threshold Technical Capacity”).

Eligible Project(s): Any Civil works.

Certificate(s) from its statutory auditors/ Chartered Accountant or the concerned client(s) stating the payments received during the past 5 years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in the Projects as applicable the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client.

II. Technical Capacity:

The Bidder should have experience of successful completion of the similar work[#] during the last seven (7) years with Central Government Department / State Government Department / Central Public Sector undertaking / State Public Sector undertaking / City Development authority / Municipal Corporation of city formed under any act by central / state Government and published in Central / State Gazette for either of the following:-

- a) One similar completed work[#] costing not less than the amount equal to 80% of the estimated cost.

OR

- b) Two similar completed works[#] costing not less than the amount equal to 50% of the estimated cost.

OR

- c) Three similar completed works[#] costing not less than the amount equal to 40% of the estimated cost.

Definition of Similar Nature of work (#):

The similar completed works shall be Turnkey / Design & Build / EPC/Item rate for a Construction of **Any Building Works with MEP** as main contractor. Work order copies along with completion certificates issued by Client/Employer shall be required to be submitted to substantiate the claim for qualification.

In case of works executed under a contract that had been awarded on a Joint Venture, the experience of individual Joint Venture partner shall be considered limited to the scope of that partner under the said contract.

Enhancement Factor shall be apply for the updating the value of work in accordance in table mentioned below Clause (5).

III. Technical Manpower:

The Bidder must have minimum 50 number of Engineers/Experts on their Payroll/contractual. The CV of the manpower mentioned below under this clause shall be submitted by the bidder along with the bid.

| Sr. No | Position | Min. Numbers | Min. qualification Required |
|--------|-----------------------------------|--------------|--|
| 1 | Project Manager | 1 | BE Civil with min. 12 years of work experience with min. 5 years in similar project. |
| 2 | Dy. Project Manager | 1 | BE Civil with min. 10 years of work experience with min. 3 years in similar project. |
| 3 | Planning Engineer | 1 | BE Civil with min. 8 years of work experience. Should have experience for any Similar Projects. |
| 4 | Chief Interface Coordinator | 1 | BE Civil with min. 8 years of work experience. Should have experience of interface between utilities for any Similar Projects. |
| 5 | Engineering Manager (Design Head) | 1 | BE Civil with min. 15 years of work experience with min. 3 years in similar project. |
| 6 | QA/QC Manager | 1 | BE Civil with min. 8 years of work experience along with Diploma in QA. Should have experience for any Similar Projects. |
| 7 | HSE | 1 | Relevant Degree or Diploma in Construction Safety with 5 years of min, Should have experience for any Similar Projects. |

| | | | |
|---|----------------------|---|---|
| 8 | Construction Experts | 1 | BE Civil with min. 8 years of work experience in any Similar Projects. |
| 9 | Surveyor | 1 | Diploma in Civil Engineering with 5 years of min work experience of Survey. |

IV. Equipment Capability :

Machinery and Equipment: The Bidder must have owned assets/Hired in Plant Machinery and Equipment.

| Sr. No | Equipment Details | Min. Numbers |
|--------|---|--------------|
| 1 | JCB/Excavators | 2 |
| 2 | Automatic Batching Plant of 30 m3/hr | 1 |
| 3 | Pneumatic Tyre Rollers | 2 |
| 4 | Concrete Pumps | 2 |
| 5 | Concrete Transit Mixers | 2 |
| 6 | Jib Cranes/eq. | 2 |
| 7 | Electrofusion jointing machine for PE pipes | 1 |
| 8 | Vibratory Compactor | 2 |
| 9 | Asphalt Concrete Plant | 1 |
| 10 | Tippers | 5 |
| 11 | Crushers | 1 |
| 12 | Submerged Arc Welding Unit | 1 |
| 13 | Automatic Welding Set | 1 |
| 14 | Earth Testers | 1 |
| 15 | Mustimeters | 2 |
| 16 | Relay Testing Kits | 1 |
| 17 | Pneumatic Pumps for Hydro test | 2 |

3. Financial Capacity:

Bidder must meet the following minimum criteria:

- I. Profitability: The Bidder firm shall be profit (net) making firm and shall have made profit at least in three financial years out of the last five financial years prior to submitting the Bid. The Bidder should submit attested copies of auditor's report/ chartered accountant. In case of Joint Venture, the total profitability shall be the sum of the individual member.
- II. The bidder (or any member of the JV) should be financially sound and should have not applied for Corporate Debt Restructuring (CDR) during last 5 (five) years.
- III. The Bidder's Net Worth for last 3 financial years should be positive. The Bidder shall have a minimum Net Worth of INR **05.27 Crore** at the close of the preceding financial year

- IV. Minimum Average Annual Turnover* (MAAT) of the bidder for best three years i.e. 36 months out of last five financial years as annualised should be **INR 08.78 Crore.**

*Note- “Annual gross revenue from operations/gross operating income as incorporated in the profit & loss account excluding other operative income/other income”.
- V. The Bidder should have unutilised credit facilities of not less than **INR 05.27 Crore.**
- VI. All the above items should be certified by the Chartered accountant / Statutory Auditor of the company.
- VII. In case bidder is a holding company, the Financial Position criteria referred to in clause 3 above shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the Financial Position criteria referred to in clause 3 above shall be that of subsidiary company only (i.e. excluding its holding company).
- VIII. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bidder hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- IX. Certificate(s) from its statutory auditors/Chartered Accountant specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this RFP. For the purposes of this RFP, net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders

4. Joint Venture Bids

In case a bid is submitted by a Joint Venture (JV) (not exceeding 2 entities including the Lead Partner), joint venture must comply the following minimum criteria:

- I. The Threshold Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 70% requirements of Technical Experience and Financial Capacity required as per

Clause 2.(I), 2.(III) 2.(IV), and (3) each of other JV members shall meet at least 30% requirement of Technical Experience and Financial Capacity as per Clause. 2. (I), 2.(III) 2.(IV) and (3).

- II. For requirement of 2(II) can be fulfilled by any of the JV members and each of the other partner (s) individually must have one similar completed work[#] costing not less than the amount equal to 30% of the estimated cost.

Definition of Similar Nature of work (#):

The similar completed works shall be Turnkey / Design & Build / EPC/Item rate for a Construction of **Any Building Works with MEP** as main contractor. Work order copies along with completion certificates issued by Client/ Employer shall be required to be submitted to substantiate the claim for qualification.

In case of works executed under a contract that had been awarded on a Joint Venture, the experience of individual Joint Venture partner shall be considered limited to the scope of that partner under the said contract.

- III. For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria.

5. Bid Capacity

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

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

Where

A = Maximum value of civil engineering works in respect to Projects (EPC Contract/, Item Rate contracts/ Construction works) executed in any one year during the last five years (@updated to the price level of the year indicated in Table below) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (@updated to the price level of the year indicated in Table below) of existing commitments and on-going works to be completed during the next one (1 year). i. e. period of completion of the works for which BID is invited. In case of Joint Venture, the total Assessed Available Bid Capacity shall be the sum of the Assessed Available Bid Capacity of the individual member.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Statutory Auditor of the Company/ Chartered Accountant. Also such list of ongoing works including agreement values and balance works shall be declared on non-judicial stamp paper of worth INR300/- and notarized.

@: The following enhancement factor shall be applied for updating the values of work to bring them to the base year. The current financial year in which the bid is invited shall be considered as base year.

| Year | Financial year | Enhancement factor |
|-------------|-----------------------|---------------------------|
| Base | 2023-24 | 1 |
| -1 | 2022-23 | 1.10 |
| -2 | 2021-22 | 1.21 |
| -3 | 2020-21 | 1.33 |
| -4 | 2019-20 | 1.46 |
| -5 | 2018-19 | 1.61 |
| -6 | 2017-18 | 1.77 |

6. The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above.

----- *End of Annexure-I (BDS)* -----

SECTION – 3
GENERAL CONDITIONS OF CONTRACT (GCC)

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A. GENERAL

1. Definitions:

- 1.1. Terms which are defined in the Special Condition of Contract are not also defined in the Conditions of Contract but keep their defined meaning.
- **Bill of Quantities means** the priced and completed Bill of Quantities forming part of the Bid
 - **Compensation Events** are those defined in Clause 48 hereunder
 - The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 52.1
 - The Contract is the contract between the Employer and Contractor to execute, complete and maintain the Works **till the completion of Defects Liability Period**. It consists of the documents listed in Clause 2.3 below.
 - The **Special Condition of Contract** defines the documents and other information which comprise the Contract.
 - The **Contractor** is a person or corporate body whose Bid to carry out the Work has been accepted by the Employer.
 - The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial Bids.
 - The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - **Days** are calendar days: **months** are calendar months.
 - The **Defects Liability Period** is the period named in the Special Condition of Contract and calculated from the Completion Date.
 - The **Employer** is the party who will employ the Contractor to carry out the Works.
 - **The Employer's Representative** is the person or company named in the Special Condition of Contract (or any other competent person/company appointed and notified to the contractor to act on behalf of the Employer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensations Events.
 - **Equipment** is Contractor's machinery and vehicles brought temporarily to the site to construct the Works.
 - The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
 - The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Special Condition of Contract. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

- **Materials** are all supplies, including consumables, used by the contractor for incorporation in the works.
- **Plant** is any integral part of the work which is to have mechanical, electrical, electronic or chemical or biological functions.
- The **Site** is the area defined as such in the Special Condition of Contract.
- **Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretive reports about the surface and subsurface conditions at the site.
- **Specifications** means the Specifications of the works included in the Contract and any modification or addition made or approved by the Engineer.
- The **Start Date** is given in the Special Condition of Contract. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
- A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
- **Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
- A **Variation** is an instruction given by the Employer, which varies the Works. The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Special Condition of Contract.

2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Heading have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about Conditions of Contract.
- 2.2. If sectional completion is specified in the Special Condition of Contract(SCC), references in the GCC to the Works, the Completion date, and Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole works)
- 2.3. The documents forming the Contract shall be interpreted in the following order of priority
 1. Agreement
 2. Letter of Acceptance, notice to proceed with works
 3. Contractor's Bid
 4. Special Conditions of Contract (SCC)
 5. General Conditions of Contract (GCC)
 6. Specifications
 7. Drawings
 8. Bills of quantities and
 9. Any other document listed in the SCC as forming part of the Contract.

3. Language and Law

- 3.1. The language of the Contract and the law governing the Contract are stated in the SCC.

4. Employer Decisions

- 4.1. Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer’s representative and the Contractor in the role representing the Employer.

5. Delegation

- 5.1. The Employer may delegate any of his duties and responsibilities to other people/company after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-Contracting

- 7.1. The Contractor may subcontract any portion of work, up to a limit specified in SCC, with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.
- 7.2. The sub-contractor must be registered in appropriate class and category for the part of work to be subcontracted.
- 7.3. The contract price of EMI items/equipment/plants, which is to be supplied from OEM or OEM’s approved vendor, shall not be considered to calculate value of the sublet work.

8. Other Contractors

- 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities and the Employer between the dates given in the Schedule of other Contractor. The Contractors shall also provide facilities and services for them as described in the Schedule, if specified in the SSC. The employer may modify the schedule of other contractors and shall notify the contractor of any such modifications.

9. Personnel

- 9.1. The Contractor shall deploy key personnel for day to day supervision of the project. The Employer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

- 9.2. If the Employer asks the Contractor to remove a person who is a member of the Contractor Staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractors Risks

- 10.1. The Employer carries the risk which these Contract states are Employer's risks, and the Contractor carries the risks which these Contracts states are Contractors risk.

11. Employer's Risks

- 11.1. The employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks

- 12.1. All risks of loss of or damages to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

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

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

- 13.2. Attested copies of certificate or policies of insurance shall be filed with the Employer

prior to starting any construction work on this contract. The certificates shall state that fifty days advance written notice will be given to the Employer before any policy covered thereby is changed, cancelled or expired.

- 13.3. Policies and certificates for insurance shall be delivered by the Contractor to the Employer for the 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.
- 13.4. If the Contractor does not provide any of the policies and certificates required, the Employer may affect 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 including Taxes shall be a debt due.
- 13.5. Alterations to the terms of an insurance shall not be made without the approval of the Employer.
- 13.6. Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Report

- 14.1. The Contractor in preparing the Bid shall rely on any site Investigation reports referred to in the SCC, supplemented by any information available to the Bidder.

15. Queries about the SCC

- 15.1. The Employer will clarify queries on the SCC.

16. Contractor to Construct the Works

- 16.1. The Contractor shall construct and install the works in accordance with the specification, drawings, relevant standards and good industry practice.

17. The Works to be completed by the Intended Completion Date

- 17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion date.

18. Approval by the Employer

- 18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary works to the Employer, who is to approve them if they comply with the Specifications, relevant standards and drawings.
- 18.2. The Contractor shall be responsible for design of temporary works.

- 18.3. The Employer's approval shall not alter the contractor responsibility for design of the Temporary works.
- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary works where required.
- 18.5. All Drawings prepared by the Contractors for the execution of the temporary or permanent work are subject to prior approval by the Employer before their use.

19. Safety

- 19.1. The Contractor shall be responsible for the safety of all activities on the Site. The contractor shall also be responsible for statutory compliance of Health Safety & Environmental procedures. Manual for Health Safety & Environmental procedure is placed at section 5

20. Discoveries

- 20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

- 21.1. The Employer shall give possession of all parts of the site to the Contractor. If possession of a part is not given by the date stated in the SCC the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.
- 21.2. If within 25% of the time limit of the project, 80% of possession of the site is not handed over to the Contractor, then contractor/ Employer may fore-close the contract. Contractor/Employer has to foreclose the work within 30 days after lapse of 25%-time limit and after 30 days foreclosure option will be closed.

22. Access to the Site

- 22.1. The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plants are being manufactured/ fabricated/ assembled for the works.

23. Instructions

- 23.1. The Contractor shall carry out all instructions of the Employer pertaining to works which comply with the applicable laws where the site is located.
- 23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors

appointed by the Employer, if so required by the Employer.

24. Disputes

- 24.1. If any disputes and difference of any kind whatsoever arises between the party in connection with or arising out of or related to under this contract, the contractor have to refer the claim / disputes within 30 days from the notification of Employers decision. If the Contractor fails to refer a claim / dispute to the Employer within aforesaid days of the notification of the Employer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.
- 24.2. In the event that any dispute or difference of any nature whatsoever arises between the parties in connection with, arising out of, relating to, or under this Contract, the parties shall promptly engage in good faith negotiations with the objective of achieving an amicable resolution and settlement.
- 24.3. If the issue is not resolved through negotiation, any party can refer the matter to the Managing Director(MD) of Dholera Industrial Development Limited (DICDL) for conciliation. The said person shall meet no later than fifteen (15) days for the date of reference to discuss and attempt to amicable resolution.
- 24.4. If the dispute is not resolved through the conciliation process, he may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal.

25. Procedure for Disputers

- 25.1. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act 1996 and its amendments.

B. TIME CONTROL

26. Programme

- 26.1. Within the time stated in the SCC the Contractor shall submit to the Employer for approval a Programme showing the general methods, arrangements orders, and timing for all the activities in the works along with monthly cash flow forecast.
- 26.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 26.3. The Contractor shall submit to the Employer, for approval an updated programme at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated programme within this period, the Employer may withhold the any amount from the next payment after the date on which the overdue programme has been submitted.
- 26.4. The Employer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Employer again at any time. A revised programme is to show the effect of Variations and Compensations events.

27. Extension of the Intended Completion Date

- 27.1. The Employer shall extend the Intended Completion Date if a compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 27.2. The Employer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Employer for a decision upon the effect of a compensation event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 27.3. The Employer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The employer shall in not more than 30 days communicate to the contractor the acceptance or otherwise of the Employer's decision. If the Employer shall not grant the extension than the contractor may refer the matter under Clause 24

28. Delays Ordered by the Employer

- 28.1. The Employer may instruct the Contractor to delay the start or progress of any activity

within the works.

29. Project Review Meetings

- 29.1. Either the Employer or the Contractor may require the other to attend a project review meeting (PRM). The purpose of the above said meeting shall be to review the plans for remaining work, safety concern, and to deal with matters raised in accordance with the early warning procedure.
- 29.2. The contractor shall record the PRM and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Employer either at the PRM or after the PRM and stated in writing to all who attended the meeting.

30. Early Warning

- 30.1. The Contractor is to inform the Employer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract price or delay the execution of works. The Employer may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 30.2. The Contractor shall cooperate with the Employer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer

C. QUALITY CONTROL

31. Identifying Defects/ Defect liability period

31.1. Defect liability period: The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned in the SCC from the certified date of completion. The Employer shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 30 days of receipt of the notice. In the case of failure on the part of the contractor, the Employer may rectify or remove or re-execute the work at the risk & cost of the contractor. The Cost incurred by the employer towards rectification, removal or re-execution and an amount equal to twenty percent (20%) of the aforesaid cost shall be recovered by the employer from the contractor. The Employer shall be entitled to appropriate the whole or any part of the amount of performance security and/or additional performance security and/or retention and/or security deposit and/or any deposit towards the expenses, if any, Incurred by him in rectification, removal or re-execution.

(1) Maintenance during Construction Period

During the Construction Period, the Contractor shall maintain, at his own risk and cost, the existing lane(s) of the road so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of the Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at his cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the from the concern department which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the road.

31.2. The Employer shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities the Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

32. Tests

32.1. If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

32.2. The Contractor has to establish testing laboratory on site for the various test to be carried out in the work for this purpose contractor shall construct a pukka laboratory building with all facility on site at location specified by the Employer.

- 32.3. All materials before being utilized in works shall be inspected and tested, if found necessary, by the Employer or his representative. The nature of testing and periodical intervals at which such testing is to be done etc. shall be as per the latest editions of relevant IS Codes and determined by the Employer. The day-to-day and periodical tests to be carried out on materials mixes and placed concrete, mortar etc. shall be specified by the Employer from time to time and the Contractor shall provide free of cost all facilities towards collections of samples etc. unless otherwise specified. Labours for collecting samples and transportation of the samples to quality control authorities for test shall be provided free cost of by the contractor. Also electricity, fuel, water curing tank and stores etc. shall be provided free of cost by the contractors.
- 32.4. The materials shall be tested at any place directed by the Employer. The Contractor shall obtain the test results from the concern authority and the results given by such authorities shall be considered to determine whether all materials, workmanship are of respective standard described in contract and in accordance with the instructions of the Employer. The Contractor's representatives shall, however, be given access to all operations and tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and methods adopted. It shall then be the Contractor's responsibility to produce on the work, materials and finished item to the standard as determined by the laboratory tests or to take follow up action to rectify the quality.
- 32.5. All Testing charges shall, however, be borne by the Contractor.
- 32.5.1. When the supply of the samples and the carrying out of such test at Contractor's cost is provided for or clearly intended in the Contract and is carried out either at the site of work or at place of manufacturer.
- 32.5.2. When the supply of the samples and the carrying out of such tests is not provided for or clearly intended in the contract, but on testing the material is found defective and has to be rejected.
- 32.5.3. Testing charges for testing of Cement, TMT bars, RCC pipes, M.S. pipes and all materials to be used in the works including cost of samples and its collection shall be borne by the Contractor.
- 32.6. The Contractor shall, however, supply all materials, required for tests and also make good at his cost, materials, mixes and bore/ core hole with similar or other materials as may be directed by and to the satisfaction of the Employer.
- 32.7. The Contractor shall make suitable arrangements to see that one of his representatives remains present at the time of taking samples and shall authenticate the facts. If the Contractor, fails to keep his representative present at site at the time of taking samples or fail to provide required labours and other equipment to collect the samples, the same shall be taken by the Employer, and the samples selected shall be considered as authentic. The cost incurred by the Employer when the Contractor fails to provide required men and

materials for collecting samples and or their transport shall be recovered from the Contractor.

32.8. Factory Acceptance Test/Inspection at manufacture's works

32.8.1. The Contractor shall, at its own expense, arrange to carry out at the place of manufacture all tests and/or inspections of the Civil/EMI items/equipment/plants in accordance with relevant Indian and international standards and codes.

32.8.2. The Employer or their designated representatives shall be entitled to attend the aforesaid test and/or inspection. The Contractor shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

32.8.3. Whenever the Civil/EMI items/equipment/plants are ready to carry out such test and/or inspection, the Contractor shall give two weeks advance notice of such test and/or inspection and of the place and time thereof to the Employer/Employer's Representative.

32.9. Quality Assurance

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

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

The Quality Assurance Programme shall also include the Programme proposed to be

followed by his sub-contractor. Contractor shall bear all cost / expenditure for implementation of provisions made under quality assurance clause.

32.10. Test of Material:

- 32.10.1. All materials, before bringing to the site of work shall be inspected and tested by the Contractor. For testing, the contractor may set up his own laboratory at his own cost. The place (Laboratory) of testing should be got approved from Employer. Test results shall be furnished by the contractor to the Employer. The cost of all such testing shall be borne by the contractor.
- 32.10.2. After materials are brought to site, if necessary, Employer or his sub – ordinate shall test in accordance with relevant clauses of contract. In case of discrepancy in the Employer’s and contractor's results, the Employer’s result shall be final and binding to the contractor. Materials which test result does not conform to the standards and is not acceptable to the Employer, shall be rejected and removed from the site.

32.11. Test for Procedures:

- 32.11.1. The Contractor shall carryout all sampling and testing in accordance with the relevant Indian Standard and / or International Standard or as stipulated in the contract, where no specific testing procedure is mentioned, the test shall be carried out as per the prevalent accepted engineering practice and direction of the Employer.
- 32.11.2. The Frequency of sampling and testing of all materials and products of construction shall be as mentioned in the technical specifications and relevant Standard codes used in Practice or as per the Employer. In case of discrepancy in the standards, the decision of the Employer will be final. In case due to changes in the codal provisions during course of execution if the acceptance criteria of the test get changed, the Contractor shall have to follow the revised criteria of acceptance. The contractor shall not claim for any compensation as a result of rejection of his material or product of construction due to inferior quality on account of such changes. The testing frequencies set forth in different technical specification are the desirable minimum and Employer shall have a full authority to revise it as he finds necessary to satisfy himself that the quality of materials and the works together comply with appropriate specification requirement.
- 32.11.3. The ingredients of concrete shall be tested and approved by Employer in accordance with above mentioned testing procedure of this document.
- 32.11.4. The contractors shall have to use such materials which must fulfil the required qualities as per the specifications. The Employer is not going to compromise with the quality of the work in any case. The Employer may carry out in situ testing for the quality of earth, zoning of earthwork and other important components wherever required. The contractor will be held responsible for poor quality of work if the work is not done as per the specification.

33. Correction of defects

- 33.1. The Employer shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the SCC.
- 33.2. Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's notice.

34. Uncorrected Defects

- 34.1. If the Contractor has not corrected a defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and aforesaid cost towards rectification, removal or re-execution and an amount equal to twenty percent (20%) of the aforesaid cost shall be recovered by the employer from the contractor.

D. QUALITY CONTROL

35. Bill of Quantities

- 35.1. The bill of Quantities shall contain items for the constructions, installation, testing and commissioning work to be done by the Contractor.
- 35.2. The bill of Quantities is used to calculate the Contract price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

36. Change in the Quantities

- 36.1. The Employer shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Employer and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work. If the quantity for any individual item increases by a quantity limited to 30 % of quantity specified in contract, such quantity shall be executed only after written approval of the Employer / Employer's Representative and paid at tendered rate with price adjustment, if applicable
- 36.2. Except that when the quantity of any item exceeds the quantity as in the tender by more than 130%, the contractor will be paid for the quantity in excess of 130%, at the rate entered in the SOR of the year during which the excess in quantity is first executed.
- 36.3. The Cost for the change in quantity (beyond the 30% of the tendered quantity (that means total 130% of the tendered quantity)) shall be determined on the following principles:
 - 36.3.1. The latest available edition of Gujarat State Schedule of Rates (GSSR) published by Road and Building Department (R&B) Government of Gujarat related to Ahmedabad Circle will be adopted for the valuation of any works which are not already covered by the items included in Bill of Quantity or beyond the 30% of the tendered quantity (that means total 130% of the tendered quantity). Payments for the Extra Items shall be made in INR only.
 - 36.3.2. In the event that items are not covered in the R&B SoR, then the latest edition of the Gujarat Water Supply and Sewerage Board applicable and then the Delhi Schedule of Rate (DSR) related to Ahmedabad Circle will be applicable in that order.
 - 36.3.3. The market rates substantiated with 3 quotations, followed by work order and Tax Invoice shall be considered only when the executed items are not covered under Price Schedule or the above referred schedule of rates. A fixed percentage of 15% shall be added to cover the Contractor's Overhead and Profit for the rates evaluated under this category (c).

36.4. If the quantity for any individual item decreases to any extent such executed quantity shall be paid at contracted rate.

37. Variations

37.1. All Variations shall be included in updated programmes produced by the Contractor.

38. Payments for Variations

38.1. Extra item of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Employer. No payment shall be entertained for extra item until such executed quantity and the rates thereon are correctly derived and approved by the Employer.

38.2. The Contractor's quotation of costs for the Extra Items shall be determined on the principles mentioned under clause no. 36.3 above

39. Cash Flow Forecasts

39.1. When the programme is updated, the contractor is to provide the Employer with an updated cash flow forecast.

40. Payment certificates.

40.1. The Contractor shall submit to the Employer fortnightly statements of the estimated value of the work completed less the cumulative amount certified previously.

40.2. The Employer shall check the Contractor's fortnightly statement and certify the amount to be paid to the Contractor.

40.3. The value of work executed shall be determined by the Employer as per the rates mentioned in the contract agreement.

40.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

40.5. The value of work executed shall include the valuation of variations and compensation events.

40.6. The Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Submission of Bills & Terms of Payment

Advance Payment

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

Progressive Payment

- 41.5. The Contractor may make applications for progressive payment for supply/works certified by the Employer/Employer's Representative. The Employer shall pay the Contractor in the following manner and at the following times, on the basis of rate quoted in the price schedules (Appendix-A). Such payments made by the Employer shall form basis for determining progress achieved and imposing Liquidated damages if any.
- 41.6. The Employer shall pay the part payment of Sixty per cent (60%) of the price quoted in the BoQ (Section 6) on receiving the EMI items/equipment/plants at the site subject to the following conditions:
- (a) The EMI items/equipment/plants are in accordance with the Technical specifications;
 - (b) The EMI items/equipment/plants are properly stored and protected against loss, damage or deterioration;
 - (c) The EMI items/equipment/plants are insured by the contractor during storage and

construction for full value

- (d) The Contractor's records of the requirements, orders, receipts and use of EMI items/equipment/plants are kept in form approved by the Employer/ Employer's representative and such records are available for inspection by the Employer/ Employer's representative;
- (e) The Contractor has agreed to indemnify the Employer against loss or damage to the EMI items/equipment during the period between delivery to the site and incorporation into the Works. The contractor shall furnish the following documents indicated hereunder for certification of payment against supply of EMI items/equipment to the Employer/Employer's Representative.
 - (i) Contractor's GST invoice
 - (ii) Evidence of received at site (R/R or receipted L/R)
 - (iii) Purchase Invoice and/or E-Way Bill, packing list identifying contents of each shipment.
 - (iv) Valid Insurance policy/certificate
 - (v) Manufacturer's 's/Contractor's guarantee/warranty certificate of Quality.
 - (vi) Dispatch Clearance (DI) issued by the Employer/Employer's representative.
 - (vii) VIL Progress Schedule in line with the project activities execution.
- (f) Payment by the Employer under this Clause for EMI items/equipment/plants delivered to the Site does not, in any way, relieve the Contractor of his responsibility to ensure the safety and protection of such items/equipment/plants during the period between delivery to the site and their incorporation into the Permanent Works. In the event that any items/equipment/plants are lost, damaged or deteriorated between their delivery to the site and their incorporation into the Permanent Works, the Contractor shall be fully responsible to replace such items/equipment/plants or to make such repairs as may be required to restore the items/equipment/plants to the specified condition, at his own cost.
- (g) All such intermediate payments shall be regarded as interim payments against the final payment only and not as payments for work actually done and completed and shall not preclude the Employer/Employer's Representative from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims, nor shall it conclude, determine or affect in any way the power of Employer/Employer's Representative as to the final settlement and adjustment of the accounts or otherwise or in any other way or affects the contract.
- (h) The balance of the price of items/equipment/plant shall be paid on Successful completion of erection/installation and testing & commissioning. The interim payments as above on supply of materials and plants and balance payments after incorporation in the permanent works shall also form basis for determining progress

achieved and imposing Liquidated damages, if any. The contractor shall furnish the following documents indicated hereunder for certification of payment against Erection, Testing & Commissioning:

- (i) Contractor's GST invoice
- (ii) RFI, Measurement Sheet
- (iii) Valid Insurance policy/certificate
- (iv) Progress Schedule in line with the project activities execution.

41.7. Civil/Earthwork and others works.

(a) The Employer shall pay hundred per cent (100%) of the price quoted in the price Schedule-Appendix-A on completion as per under:

- (i) 60 % payment shall be done in 10 days.
- (ii) Balance 40% shall be done in 45 days.

(b) The contractor shall furnish the following documents indicated hereunder for certification of payment against civil works:

- (i) Contractor's GST invoice
- (ii) RFI, Measurement Sheet
- (iii) Valid Insurance policy/certificate
- (iv) Progress Schedule in line with the project activities execution.

41.8. The rates for items of work shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are accepted as not so completed, the Employer/Employer's Representative may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of running account or final account bill.

41.9. A bill shall be submitted by the contractor each month on or before the date fixed by the Employer/Employer's Representative for all works executed in the previous month and the Employer/Employer's Representative shall take or cause to be taken the require measurements for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted.

41.10. The Contractor shall submit all the bills on the printed forms to be had on application at the office of the Employer/Employer's Representative. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the part/reduced rates subject to the approval by the Employer/ Employer's Representative in the case of items not completed/executed as per agreements.

41.11. Full payment to the Contractor shall be made within 45 days of receipt of the invoice and certification of the delivery of items/equipment/plant and/or work done by the

Employer/Employer's Representative in the approved format However, the final bill payment shall be made on Completion of Work within 75 days of receipt of invoice by the Employer.

- 41.12. Amount due for recovery of other facilities as well as also for other services water supply and electricity charges and for other expenditure, if any, incurred by the Employer on Contractor's behalf on labours and materials which may become due from the Contractor as per the Contract as well as under any other laws prevailing which may become due, will be recovered from the payments to the Contractor, as and when due.
- 41.13. The contractor shall provide compiled documents comprising of all RA Bills claimed along with invoice status and Bill tracker as per Employer Specific format for certification of final payment.
- 41.14. Payment of GST (prevailing rates) on the amount payable under the contract to the Contractor will be made by the Employer. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.
- 41.15. Items of the works for which no rate or price has been entered in will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Tax

- 42.1. The rates quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission except GST. However, any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (+/-) on availability or submission of actual documentation. Contractor will have to intimate Employer regarding changes occurred in the tax structure after bid submission. If the contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.
- 42.2. GST will be paid separately on the bills. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

43. Currencies.

- 43.1. All payment shall be made in Indian Rupees.

44. Price Adjustment

- 44.1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the SCC:
- 44.1.1. The price adjustment shall apply for the work done from the start date given in the SCC up to end of the initial intended completion date or extensions granted by the Employer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- 44.1.2. The price adjustment shall be determined during each month from the formula given in the SCC.
- 44.1.3. Following expressions and meanings during to the work done during each month
- R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.
- 44.2. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clause in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

45. Retention

- 45.1. In addition to the performance security, the Employer shall deduct retention from the

intermediate bills i.e. the running account bills an amount at the rate of 6% (Six percent) of the total amount of each bills, as a Retention money subject to the condition that the total amount of such deductions shall not exceed 5% (Five percent) of the contract price or any amendment thereto.

- 45.2. Fifty percent (50%) of the Retention Money shall be returned to the contractor after certification of Final Bill against providing a Bank Guarantee for the equivalent amount. and the remaining Fifty percent (50%) of the Retention Money shall be returned only after three months of the defect liability period is over and subject to the Employer certifying that no liability is attached to the contractor. The Bank Guarantee must remain valid for at least Three Months after the Defect Liability Period is over

46. Liquidated Damages

- 46.1. The Contractor shall pay liquidated damages to the Employer at 0.1% per day for each day that the Completion Date is later than the Intended Completion Date (for the whole works or the milestone as stated in the SCC). The total amount of liquidated damages shall not exceed the amount of 10 % of total contract value. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 46.2. If the Intended Completion Date is extended after liquidated damages have been recovered, the Employer shall refund the recovered liquidated damages to the Contractor. The Contractor shall not be entitled for any interest on the over payment calculated from the date of payment to the date of repayment.
- 46.3. If the contractor fails to comply with the time for completion as stipulated in the contract agreement, then the contractor shall pay to the employer the relevant sum stated in the clause no. 46.1 above as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the clause no. 46.1.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

47. Claim

- 47.1. The Contractor shall not be entitled to any claim/claims from the Employer on any account unless where allowed by the condition of this contract. In such cases, the Contractor shall have to submit a claim in writing to the Employer within one month on the cause of such claim occurring. All claims arising as a dispute of any kind out of the contract shall be governed by clause 24.

48. Compensation Events:

48.1. The following are compensation Events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the site Possession date stated in the SCC to the Contractor

48.2. In case of compensation event occurs and it prevents the work being completed beyond the Intended Completion Date then Authority will approve EOT with eligible contractual price escalation.

49. Force majeure:

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

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

49.2. If any loss of damage happens to the works, or any part thereof, or materials or plant for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, other than the risk defined in the clause 49.1 as above, the Contractor shall at his own cost, rectify such loss of damage so that the permanent works conform in every respect with the provisions of the contract to the satisfaction of the Employer.

50. Performance Securities:

50.1. (A) Within 21 (Twenty-one) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Annexure G of ITB (the "Performance Security") for an amount equal to 5% (five percent) of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security, shall also furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the same form given at Annexure G of ITB towards an Additional Performance Security (The "Additional Performance Security") for an amount calculated as under:

(a) If the Contract Price offered by the Selected Bidder is lower than 10% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price

offered by the selected Bidder.

- (b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
- (c) This Additional Performance Security shall be treated as part of the Performance Security.

(B) The Performance Security shall be valid beyond 90(ninety) days of the Defects Liability Period and the Additional Performance Security shall be valid beyond 60 (Sixty) days of Project Completion Date.

50.2. In any case, in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his Performance Security (Performance Bank Guarantees, additional performance bank Guarantees and Retention Money) (Whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause, the Employer shall have powers:

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

proceeds of sale thereof or a sufficient part thereof.

51. Cost of Repairs.

- 51.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start date and the end of Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damages arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

52. Completion

- 52.1. The Contractor shall request the Employer to issue a Certificate of Completion of the works and the Employer will do so upon deciding that the work is completed.

53. Taking Over

- 53.1. The Employer shall take over the Site and the Works within seven days of date issuance of the certificate of Completion.

54. Final Account / Bill Summary

- 54.1. The Contractor shall submit to the Employer a detailed final account of the total amount that the Contractor considers payable as full and final settlement of all claims under the Contract at the time of submission of Final Bill. The Employer shall issue a Completion Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

55. Operating and Maintenance Manuals

- 55.1. If "as built" drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 55.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the SCC from payments due to the Contractor.

56. Termination

- 56.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 56.2. Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Employer.
 - (b) The Employer instructs the Contractor to delay the progress of the Works and the instructions is not withdrawn within 28 days;
 - (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than

for a reconstructions or amalgamation.

- (d) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- (e) The Contractor does not maintain any performance security which is required as per contract agreement;
- (f) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as per this contract agreement;
- (g) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

56.3. When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 56.2 above, the Employer shall decide whether the breach is fundamental or not.

56.4. Notwithstanding the above, the employer may terminate the Contract for convenience.

57. Payment upon Termination

57.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall issue a Certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to deducted at source as per applicable law and less the percentage to apply to the work not completed. The percentage to apply the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 per cent. 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.

57.2. If the Contract is terminated at the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Employer 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 cost of protecting and securing the Works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to deducted at source as per applicable law.

58. Property

- 58.1. All materials on the Site, Plant Equipment, Temporary Works and Works are deemed to be property of the Employer, if the Contract is terminated because of a Contractor's default.

59. Release from Performance

- 59.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. STATUTORY COMPLIANCE

60. Labour

- 60.1. The Contractor shall, unless otherwise provided in the SCC, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment of housing, feeding and transport.
- 60.2. The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Employer may require.

61. Compliance with labour regulations

- 61.1. During continuance of the contact, the Contractor and his sub- contractor shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notification and bye laws of the State or central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications 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 the 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 thereunder, 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 observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have the 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.
- 61.2. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point to time.

SALIENT FEATURES OF SOME MAJOR LABOUR AND OTHER LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTIONS 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 plus workers @ 10% or 8.33% The benefits payable under the Act are :
1. Pension or family pension on retirement or death, as the case may be.
 2. Deposit linked insurance on the death in harness of the worker.
 3. Payment of P.F. accumulation on 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 of 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 Building, Roads, Runways are scheduled employment.
- G) **Payments 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 remunerations Act 1979** :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matter of transfer, training and promotions etc.

- I) **Payments of Bonus Act 1965** :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- J) **Industrial Disputes Act 1947** :- The Act lays down the machinery and procedure for resolutions 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 State 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 the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have 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 process 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, is 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 constructions work and employ 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 workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officers 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 the manufacturing process.
- Q) **Royalty charges-**The contractor shall pay the royalty to the competent authority as per rule. The **royalty** charges paid shall be borne by the contractor and shall not be reimbursed by the Employer.
- R) Following Pollution control Acts and amendments made thereof from time to time shall be applicable.
1. Water (Preservation and control of Pollution) Act, 1974
 2. Air (Prevention and Control of Pollution Act 1981
 3. Environmental (Protection) Act 1986

The contractor must commit to adopting Environmental management plan for best energy use, waste management, the reduction of pollution as in EMS (Environmental Management system)ISO-14001- 2015

62. Work during Night or on Sundays and Holidays

- 62.1. The work shall not be carried out during night or on Sunday and authorized holidays without the prior written consent of the Employer. However, it will be allowed to be carried out the work during night, Sundays or authorized holidays subject to:
- (a) The provisions of relevant labour laws being adhered to.
 - (b) Adequate lighting, supervision and safety measures established to the satisfaction of the Employer.
 - (c) The Construction Programme given by the Contractor and agreed upon by the Employer envisages such working.
 - (d) If it is necessary or required to ensure the safety of work, protection of life, or to prevent loss or damage to property.

63. Construction Power and Water:

- 63.1. The contractor shall make his own arrangements for Construction water & power supply

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

64. Indemnities

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

Special Conditions of Contract (SCC)

The terms and conditions applicable to the Contract, other than the commercial terms and conditions set out herein or any schedules that may be attached, shall be as per the General Conditions of Contract.

The terms as contained in this SCC shall be supplemental to the GCC. Save and except to the extent as expressly amended, altered and modified by the terms of this SCC, all other terms and conditions of the GCC shall remain unchanged, valid, operative, binding, enforceable and shall be applicable and continue be in full force and effect.

Capitalized terms used herein but not defined shall have the meanings as provided in the GCC.

Special Conditions of Contract (SCC)

The following tender specific data for the project shall be amended and/or supplemented the provisions in the General Conditions of Contract (GCC).

| Sr No | GCC Clause Ref. No. | Amendment/Supplement to GCC | | | | | | | | | | | | |
|-------|---------------------|--|----------------------------------|-----------|------|----------------------------------|---|--------------|-----|-----|---|---------------|-----|-----|
| 1 | GCC 1.1 | The Employer Name: Dholera Industrial City Development Limited (DICDL) Address: 6th Floor, Block No. 1 & 2, Udyog Bhawan, GH 4 Cir, Sector 11, Gandhinagar, Gujarat 382017 Name of authorized Representative (will be intimated later) | | | | | | | | | | | | |
| 2 | GCC 1.1 | Employer's Representative The Employer may either appoint an experienced firm to supervise the project or choose to oversee it directly | | | | | | | | | | | | |
| 3 | GCC 1.1,31.1& 33.1 | The Defects Liability Period is 48 (Forty Eight) months from the date of completion. | | | | | | | | | | | | |
| 4 | GCC 1.1 | The Start Date shall be 1st days for the date of issue of the Notice to proceed with the work. | | | | | | | | | | | | |
| 5 | GCC 1.1, 2.2, &17 | The Intended Completion Date for the whole of the works is 335 Days after start of work with the Following Milestones, <table border="1" data-bbox="662 1167 1360 1346"> <thead> <tr> <th>Sr No</th> <th>Milestone</th> <th>Days</th> <th>Percentage of Financial Progress</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Milestone -I</td> <td>110</td> <td>20%</td> </tr> <tr> <td>2</td> <td>Milestone -II</td> <td>270</td> <td>75%</td> </tr> </tbody> </table> The completion date for works shall occur on the 335 th day from the start date. | Sr No | Milestone | Days | Percentage of Financial Progress | 1 | Milestone -I | 110 | 20% | 2 | Milestone -II | 270 | 75% |
| Sr No | Milestone | Days | Percentage of Financial Progress | | | | | | | | | | | |
| 1 | Milestone -I | 110 | 20% | | | | | | | | | | | |
| 2 | Milestone -II | 270 | 75% | | | | | | | | | | | |
| 6 | GCC 1.1 | The Site is located at Activation Area, Special Investment Region, Dholera | | | | | | | | | | | | |
| 7 | GCC 1.1 | The name and identification number of the Contract is: Name: Construction of Fire Station in Activation Area, Dholera Identification No: DICDL/DSIR/FS /11/2024-25 | | | | | | | | | | | | |
| 8 | GCC 1.1 | The works consist of all items as per B.O.Q, and any Other Items as required to fulfill all contractual obligations as per the Tender documents. | | | | | | | | | | | | |
| 9 | GCC 2.2 | Sectional completion shall not be applicable. | | | | | | | | | | | | |
| 10 | GCC 3.1 | The law which applies to the Contract is the law of Union of India | | | | | | | | | | | | |
| 11 | GCC 3.1 | The language of the Contract documents is English | | | | | | | | | | | | |

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| 12 | GCC 7.1 | Limit of subcontracting: 40% of the Initial Contract Price |
| 13 | GCC 21 & 48.1(a) | The Employer shall give possession of site within 30 days from the date of execution of contact agreement. |
| 14 | GCC 26.1 | The period for submission of programme for approval of the engineer shall be 21 days from the issue of Letter of Acceptance. |
| 15 | GCC 26.3 | The period between program updates will be 60 days. |
| 16 | GCC 44 | The Bidders shall quote their prices on firm basis for the entire duration of contract and no price adjustment for changes in cost shall be payable. |
| 17 | GCC 48 | <p>The following events shall also be Compensation Events Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.</p> <ul style="list-style-type: none"> (i) Removal of underground utilities detected subsequently (ii) Significant changes in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation, <p>Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor.</p> |