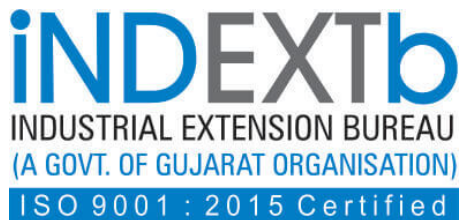


# **Tender For Appointment of Contractor for Various Civil Works at Mahatma Mandir**

**Vol I – Technical bid**

Tender No.  
IEB/MM/Civil work/2019-20/1



Industrial Extension Bureau (iNDEXTb)  
Block no. 18, 2nd Floor,  
Udyog Bhavan,  
Sector-11, Gh-4,  
Gandhinagar-382 010  
Gujarat, India

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## Chapter 1 - Notice Inviting Tender

### 1. Bid invited by:

Industrial Extension Bureau (iNDEXTb), A Govt. of Gujarat Organization falling under Industries and Mines Department

### 2. Description of work:

Appointment of contractor for various civil works at Mahatma Mandir, Gandhinagar – Phase 1A/1B

### 3. Estimated value of work

Estimated value of the work is ₹ 1,30,00,000/-

### 4. Time duration for execution work

Entire scope of work to be executed within **60 days** from award of contract/LOI

### 5. Schedule

Issue of bid document	02/04/2019, 1100 HRS
Online bid submission deadline	23/04/2019, 1600 HRS
Deadline for Physical submission of technical bid documents	23/04/2019, 1600 HRS
Pre-bid meeting at iNDEXTb office in Gandhinagar	05/04/2019, 1600 HRS
Opening of technical bid online	23/04/2019, 1630 HRS
Opening of financial bid	Will be intimated later

### 6. Access to bid documents

Bid documents are available online on organizations website [www.indextb.com](http://www.indextb.com) and on [www.nprocure.com](http://www.nprocure.com) portal

### 7. Tender fee

- Tender fee is ₹ 15,000/- non refundable
- Tender fee to be deposited by a or Demand draft in the favour of "Industrial Extension Bureau" payable at Gandhinagar from nationalized scheduled bank

### 8. Earnest Money Deposit (EMD)

- Earnest money deposit is ₹ 3,90,000/- Refundable
- EMD to be deposited by a or Demand draft in the favour of "Industrial Extension Bureau" payable at Gandhinagar from nationalized scheduled bank
- EMD can be deposited in the form of BG

### 9. Submission of tender

- Technical bid documents including documents proving eligibility criteria to be submitted in hard copy duly stamped and signed to the iNDEXTb office as per the deadline mentioned in sealed envelope mentioning "Bid documents for Appointment of contractor for various civil works at Mahatma Mandir, Gandhinagar". Loose papers/ Spiral bound document will not be acceptable and outright rejected.

- b) Tender fee and EMD DD to be submitted to iNDEXTb office (as per the deadline mentioned) after uploading its details online on [www.nprocure.com](http://www.nprocure.com) portal in a sealed envelope.
- c) Financial bid to be submitted online only on [www.nprocure.com](http://www.nprocure.com) portal as per the deadline mentioned. No hardcopy of financial bid to be submitted.**

#### **10. Eligibility criteria**

- a) The bidder must have GoG/R&B/GoI/CPWD approved Class 'B' or above registration.
- b) Bidder should have successfully completed similar civil work during last 5 years should be either of the following
- I. Three similar completed works of value not less than ₹ 52 Lacs; OR
  - II. Two similar completed works of value not less than ₹ 78 Lacs; OR
  - III. One similar completed works of value not less than ₹ 104 Lacs
- Satisfactory work Completion certificate and photographs must be produced.
- c) Bidder should have an average annual turnover of ₹ 130 lacs for last three financial year
- d) Bidder Firm (manufacturer or principal of authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on 'The Relevant Date'.
- e) Contractor/Bidder must consist regional office in Ahmedabad/Gandhinagar. Above mentioned team members/employees must have to be stationed in Ahmedabad/Gandhinagar during the whole execution work. These employees must write, read and understand Gujarati, Hindi and English languages.
- f) Bidder submitting their bid shall not be under liquidation, court receivership or similar proceeding.
- g) The bidder should be an income tax payer and should have filed IT returns for the last three assessment years
- h) Bidder must have valid GST registration number
- i) The bidder should not have been blacklisted by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government

#### **11. Right to amend or withdraw**

The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the Industrial Extension Bureau in this regard shall be final and binding on all.

#### **12. Registration for bidding**

Bidders who wish to participate in this e-tender will have to register on <https://indextb.nprocure.com>. In case, the bidders need any clarification or for training requirement for participating in e-tender, they may contact the following office:

(n)Code Solutions (A DIVISION OF GNFC LTD.)  
403, GNFC Info Tower, S. G. Road, Bodakdev, Ahmedabad – 380 054 (Gujarat)  
Phone: 079-2685 7316 / 17 / 18 (Ext.: 515, 565, 525)

## Chapter 2 - Instructions To Bidders (ITB)

### 1. Clarification of Tender Document

- a) A prospective bidder requiring clarification on the tender documents may notify to iNDEXTb in writing on or before pre-bid meeting date.
- b) A response to the query will be published on the iNDEXTb website.
- c) Verbal information and/or clarification given by any representative of the employer shall not be binding on the employer.

### 2. Pre-Bid meeting

- a) Pre-bid meeting shall be convened on 05.04.2019 at 1600 HRS at iNDEXTb office.
- b) The purpose of the meeting shall be to clarify issues and to answer questions on any matter that may have been raised by the prospective bidders in writing and received by the Employer's office.
- c) Any modification of the bid document, which may become necessary as a result of the pre-bid meeting, will be made by the Employer exclusively through the issue of an Addendum pursuant to relevant clause.
- d) Non-attendance at the pre-bid meeting will not be a cause for disqualification of the bidder.

### 3. Amendment of the tender document

- a) At any time prior to the date of submission of bids, iNDEXTb may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by issuing a corrigendum.
- b) The corrigendum shall be published on the iNDEXTb website.
- c) When the amendment/modification changes the requirement significantly and /or when there is not much time left for the tenderers to respond to such amendments, and prepare a revised tender, the time and date of submission of tenders are also to be extended suitably, along with suitable changes in the corresponding timeframes for receipt of the tender, tender validity period, and so on, and validity period of the corresponding EMD/bid security.

### 4. Bid validity

- a) A bid shall remain valid for 120 days from last date of submission of bid.
- b) In exceptional circumstances, the consent of the bidder may be requested in writing for an extension to the period of bid validity. Such requests will be made much before the expiry of the bid validity. The bid security provided shall also be suitably extended.
- c) A bidder accepting the request and granting extension shall not be permitted to modify his bid.

### 5. Tender Fee

- a) Tender fee is ₹ 15,000/- non refundable
- b) Tender fee to be deposited by a Demand draft in the favour of "Industrial Extension Bureau" payable at Gandhinagar from nationalized scheduled bank

### 6. Earnest Money Deposit (Bid Security)

- a) The Earnest Money Deposit is required to protect the Purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.

- b) Earnest money deposit is ₹ 3,90,000/- Refundable
- c) EMD to be deposited by a Demand draft in the favour of "Industrial Extension Bureau" payable at Gandhinagar from nationalized scheduled bank
- d) EMD can be deposited in the form of BG
- e) The amount deposited as bid security shall carry no interest during the entire period it remains with iNDEXTb.
- f) The Earnest Money Deposit of the unsuccessful owner will be refunded without interest within reasonable time after final decision of the tender
- g) The Earnest Money Deposit of the successful bidder will also be returned without interest within reasonable time after final decision of the tender
- h) The bid security (EMD) shall be forfeited:
  - I. If the bidder withdraws his bid during the period of bid validity; or
  - II. In the case of a successful bidder, if the bidder fails to sign the contract and/or fails to furnish performance guarantee in accordance to the relevant clauses of the documents(s).

### **7. Withdrawal, substitution and modification of Tenders**

- a) The tenderer, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender.
- b) Any such request received after the prescribed date and time of receipt of tenders will not be considered.
- c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

### **8. Cost of bidding**

- a) The Bidder shall bear all costs associated with the preparation and submission of the bid.
- b) iNDEXTb in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

### **9. Language**

- a) All Proposals, correspondence and documents related to proposals, shall be written in the English language.
- b) Supporting documents and printed literature furnished by the Bidder may be in another language; provided they are issued by competent agencies and their English translation is provided

### **10. Currency of bidding**

- a) Price shall be quoted in Indian Rupees ( ₹ )only

### **11. Summary rejection of bid**

- a) One or more of the following reasons will render a bid liable to be rejected summarily:
  - I. A bid not secured in accordance with EMD.
  - II. If DD/Bank guarantee towards the tender document fee is not submitted before the date and time as mentioned in NIT.



- III. A Conditional bid or a bid with conditions other than those specified in the tender documents
- IV. A bid received with validity for a shorter period than prescribed.
- V. Documents establishing eligibility are not submitted.
- VI. Any attempt to negotiate directly or indirectly by bidder with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected
- VII. Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in case of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified

### **12. Correction of errors**

- a) Bids determined to be sub-sequentially responsive will be checked by the Owner for any arithmetic errors in computation and summation, Errors will be corrected by the Owner as follows:
  - I. Where there is discrepancy between amounts in figures and in words, the amount in words will govern.
  - II. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Owner there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.
- b) The amount stated in the Bid Form will be adjusted by the Owner in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the EMD forfeited.

### **13. Filling of bid document**

- a) The Bidder's Details, Declarations and Documents in support of Eligibility Criteria shall be either typed or printed or neatly hand written and should be signed and stamped by the person duly authorised by the Bidding Company. Violation of the above clause will lead to the rejection of the tender.

### **14. Quoting of rates**

- a) The bidder shall quote the rate per unit for all items listed in price bid through web portal. Bidder may give rebate on total amount if he desires.
- b) Price bid shall be submitted through web portal only, no hard copy shall be submitted with tender documents.
- c) Before quoting rates, bidder must refer conditions mentioned in Price bid as well as Technical bid.

### **15. Submission of bid**

- a) The bid along with the necessary documents should be uploaded in the <https://nprocure.com> portal as per guidelines mentioned in the portal
- b) Financial bid will have to be submitted online at <https://nprocure.com>

- c) Hard copies of all documents of technical bid are to be sent on or before last date of bid submission in an envelope named as "Technical Bid". Each paper of technical bid shall be duly signed and stamped by signatory authority, given page number at the bottom and bound properly
- d) Financial bid to be submitted online only. No physical submission should be carried out.
- e) EMD and tender fees demand draft/BG shall be placed in a separate envelope named as " EMD and Tender Fees"
- f) Both "Technical bid" envelopes and "EMD & Tender Fee Envelope" are to be placed in a third envelope which is to be sent to following address on or before due date for submission of tender.

#### **16.Late bids**

Any paper in support of hardcopy submission received by the Employer after the deadline for submission of bids prescribed in the Contract Data will not be taken into consideration.

#### **17.Opening of bids by Employer**

- a) The Employer will open envelopes of all the Bidders in the presence of Bidder's authorized representative/s who choose to attend the opening in the office of:

**The Managing Director,  
Industrial Extension Bureau  
Block No. 18, 2nd floor, UdyogBhavan  
Sector – 11,  
Gandhinagar-382 010**

- b) The time and date for the above purpose are specified under relevant clause.
- c) Bidder's representatives shall sign a register as proof of their attendance. In the event of the specified date of bid opening being declared a holiday for the Employer, the bids shall be opened at the appointed time and location on the next working day, or otherwise intimated.
- d) The Bidder shall nominate maximum two representatives to attend the bid opening on his behalf.

#### **18.Opening of Price proposals**

- a) The contractors' names, the bid Prices, the total amount of each bid, and discounts and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidder's representatives will be required to sign this record.

## Chapter 3 - Appendix to Instructions To Bidders

### 1. Site Visits (Compulsory)

- a) Bidder is advised to depute a suitable team to visit the site to fully understand the job and ascertain the difficulties that may be encountered during execution of works and for obtaining all information for himself on his own responsibility that may be necessary for preparing the bid and entering into contract. The site visits shall be entirely at bidder's own expense.
- b) For the purpose of the visit the interested bidder may contact iNDEXTb office mentioning the tender description

### 2. Local conditions

- a) Each Bidder is expected to get fully acquainted with the local conditions and factors, such as historical, geographical, social, political, legal, administrative, and/or infrastructure etc., which would have any effect on the performance of the contract and /or the cost.
- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents.
- c) Owner shall not entertain any request for clarification from the Bidder regarding such local conditions. It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the owner. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the owner on account of failure of the Bidder to know the local laws / conditions.
- d) The Bidder is expected to visit and examine the location of work site and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.

### 3. Responsibilities of the bidder

- a) The Bidder shall be fully responsible for site review and execution of the Works conforming to relevant Indian standards as per the work package/ scope of work and basic specifications furnished in the Bid Document. The Contractor shall be responsible for execution and development of the project including Procurement, Transportation of goods/materials, Proper Storage, Construction, Coordination, Testing and Erecting to the satisfaction of the Employer.
- b) The Bidder shall take into consideration all aspects of the project at the time of bidding, namely, though not restricted to:
  - Execution Management for construction of structures as per the area of work with required specification.
  - Procurement of requisite materials, machineries and manpower
  - Civil Works including site grading, development, renovation and repairs, painting, and polishing etc.
  - Demolition and Dismantling of Existing Structures/Services wherever require, after due permission from iNDEXTb
  - Installation, testing and commissioning of all works under the scope, if any.
  - Quality Control
  - Beautification
  - Environmental and social safeguards

- c) The bidder must keep the site clean, tidy and dry at all times and free from rodent or other infestation. Rubbish and debris shall be removed by the bidder on a daily basis and will not be permitted to accumulate either on site or in any other area within the base building except areas as agreed with iNDEXTb.**
- d) The contractor shall ensure that in no case, any damage is caused to the existing structures, equipment, fixtures and other accessories as also to the environment, while executing the project. The contractor will be solely responsible for this type of damage and decision of iNDEXTb with regard to compensation and all other relevant issues shall be final and binding to the Contractor. iNDEXTb is authorized to deduct the appropriate amount, as it may deem fit, for such damage(s) while making final payment.
- e) Necessary barricading/ caution tape and other requisite all safety measures shall be the sole responsibility of the contractor. Any injury to and/or loss of human/cattle or damages or so, shall be the sole responsibility including any liability arising and/or compensation to be paid towards the injury to and/or life lost damages, caused if any, shall lie with the contractor.
- f) Cutting of trees shall not be permitted.
- g) The workmanship shall be of high order and quality so as to prevent accidents and damage to the environment and surroundings.
- h) The successful Bidder shall make his own arrangements for all the materials, power and water supply required for all purposes in connection with the construction and implementation of the project. If possible, the employer shall help for obtaining such facilities such as power or water during construction. All other facilities will have to be arranged by the Contractor at his own cost.
- i) While it will be the prime responsibility of the contractor to arrange for all the statutory permissions relating to the Project, the Employer shall assist in obtaining the same, wherever possible.

## Chapter 4 – Scope of work

- a) Bidders are requested to visit the site and understand the scope of work. The bids are invited to execute Civil development works which would broadly include following major deliverables:
- a. Construction of MS structural deck for MEPF equipment's and various foundations/pedestals for MEPF equipment's at various locations as per attached drawings. Details of such works are mentioned in BOQ section. Scope may include execution of trench for fire hydrant line.
  - b. Construction of Cooling tower RCC structure as per given details
  - c. Apart from this major work there are other works also which includes
    - i. Excavation and back filling works
    - ii. RCC work
    - iii. Brick work/dry wall
    - iv. Plaster work
    - v. Paint work
    - vi. Fabrication work
    - vii. Anchoring work
    - viii. False ceiling work
    - ix. Dismantling and demolition
- The detailed description of all the work is mentioned in the Price Bid format (Volume II – Price bid) and reference drawings are attached as Volume I (B).
- d. All labour, tools plant, machinery and materials necessary to complete the design, supply and installation of all works. The work shall be executed in the best trade practice by specialized tradesman, all strictly in accordance with the manufacturer's written instructions.
  - e. It will be responsibility of the contractor to always keep the construction site clean.
  - f. The contractor shall provide materials as per ISI norms and quality mentioned.

Any other works as and when directed by iNDEXTb other than mentioned above falling under the domain of civil and plumbing works.

## Chapter 5 - Eligibility & Qualification Criteria

### 1. Registration

- a) The bidder must have GoG/R&B/GoI/CPWD approved Class 'B' or above registration.
- b) Supporting documents to be submitted are
  - I. Copy of registration

### 2. Relevant Experience

- c) Bidder should have successfully completed similar civil work during last 5 years should be either of the following
  - Three similar completed works of value not less than ₹ 52 Lacs; OR
  - Two similar completed works of value not less than ₹ 78 Lacs; OR
  - One similar completed works of value not less than ₹ 104 Lacs
- d) Supporting documents to be submitted are
  - I. Copy of relevant work orders/notification for award of contract/contract document for last 5 years on the name of bidding company
  - II. Work completion certificates for claimed work
  - III. Certificate of establishment

Notes:

Submission of adequate proof of completion is mandatory requirement which establishes that the work under reference has been completed

### 3. Financial standing

- a) Bidder should have an average annual turnover of ₹ 130 lacs for last three financial year
- b) Bidder Firm (manufacturer or principal of authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on 'The Relevant Date'.
- c) Bidder submitting their bid shall not be under liquidation, court receivership or similar proceeding.
- d) Supporting documents to be submitted are
  - I. Certificate from CA stating turnover for last three years; and
  - II. Copy of balance sheet for last three years

### 4. Other eligibility criteria

- a) The bidder should be an income tax payer and should have filed IT returns for the last three assessment years
- b) Bidder must have valid GST registration number
- c) Bidder must consist regional office in Ahmedabad/Gandhinagar. Above mentioned team members/employees must have to be stationed in Ahmedabad/Gandhinagar during the whole execution work. These employees must write, read and understand Gujarati, Hindi and English languages.

- d) The bidder should not have been blacklisted by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government
- e) Supporting documents to be submitted are
  - I. Income tax returns for last three assessment years; and
  - II. GST registration certificate
  - III. Undertaking for not being black listed as per prescribed format mentioned in the tender document

## Chapter 6 - Selection and award of contract

### 1. Bid evaluation

- a) Technical evaluation will be made of the bidders' turnover, similar works experience, available and proposed resources, proposed method and technique of construction, adequacy and responsibility of rates etc.
- b) To assist in the examination, evaluation and comparison of tender, the employer may ask bidder individually for clarification of their tenders including breakdown of unit rates. The requires for clarification and response shall be in writing but no change in substance of tender shall be sought, offered or permitted at that stage.
- c) The Employer shall then examine the bids to determine whether they are complete and satisfy the requirements as per terms and conditions, whether required details have been furnished, whether the supporting documents are authentic.
- d) The Employer will carry out an overview of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bid Documents.

### 2. Selection Criteria

- a) Price bid of only those bidders will be opened who is technically qualified in technical Evaluation/ bid criteria, the price bid of bidder's price bid will be invited on-line only with the documents, which will be opened as per procedure stipulated by the employer and work will be allotted to lowest price bidder (L1) Work includes necessary diffing, excavation, and land fill
- b) L1 bidder will be invited for contract negotiations but in case of unbalanced rates- any rates higher/lower than estimated rates, client reserves right to negotiate with L2/L3 bidder. Decision of employers will be binding to all competing bidders. Bidders shall have no objection whatsoever in this regard.

### 3. Employer's right

- a) The employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to the inform the affected bidder or bidders of the grounds for the employer's action. Employer also reserves the right to modify the selection criteria without informing the bidders.
- b) Employer has right to appoint single or multiple contractor for tendered scope of work
- c) The employer reserves its right to call for clarifications/original of the supporting document for verification, as deemed fit and also to cross check for any details as furnished by the Bidder(s) from past-executed projects/clients/consultants etc. Bidder(s) shall have no objection whatsoever in this regard.
- d) iNDEXTb reserve right for acceptability of the Bidder's Bank.
- e) All the details/documents submitted along with Bid and which have been considered for qualification and the minimum commitments from Bidder shall remain valid and in case of successful Bidder, such commitments may form part of Contract Document.

### 4. Award of Contract

- a) iNDEXTb, Gandhinagar shall consider placement of letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable.



**5. Acceptance of award**

- a) The bidder, within 7 working days of issue of letter of intent, shall give his acceptance in writing along with submission of Security Deposit

**6. Work order**

- a) The final Work Order will be issued only after receipt of LoI acceptance and deposit of security deposit

**7. Annulment of contract**

- a) Failure of the successful bidder to comply with the requirement of Clause 4 of this section shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security
- b) In such event iNDEXTB, Gandhinagar may make the award to any other bidder at the discretion of iNDEXTb, Gandhinagar or call for new bids.

## Chapter 7 - General Conditions of Contract

### 1. Project Implementing Agency

The Industrial Extension Bureau (iNDEXTb) herein after known as Employer shall be owner/employer/client. iNDEXTb shall appoint their Technical Advisor/officials for monitoring and third part inspections. The observations/instructions issued by technical adviser/officials shall be binding to the bidder.

### 2. Performance security

- a) Earnest Money deposited at the time of submission of the tender will not be adjusted towards Security Deposit on the acceptance of the tender.
- b) The successful bidder will have to deposit a Performance **Security Deposit of 5 % of contract value** within 7 days of release of LoI
- c) The performance security will be furnished in the form of the Bank Guarantee drawn in favour of iNDEXTb, payable at Gandhinagar.
- d) Performance security can also be deposited in the form of Demand draft from scheduled nationalized bank
- e) The performance security should remain valid for a period of 60 days after successful completion of work.
- f) The Performance Guarantees shall cover additionally the following guarantee to the Owner:
  - a. The successful bidder guarantees the successful and satisfactory operation and maintenance of the equipment/ materials under the Contract as per specification and documents.
  - b. The successful bidder further guarantees that the equipment/ materials operated and maintained by him shall be free from all defects in workmanship and shall upon written notice from the Owner, fully remedy, free of expenses to the Owner such defects as developed under the normal use of the said equipment and materials within the period of Warranty/Guarantee in the relevant clauses.
- g) Performance Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the iNDEXTb on the Security Deposit or on amounts payable to the Contractor under the contract.
- h) Performance Security Deposit shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligations under the contract, it shall be lawful for the iNDEXTb to forfeit either whole or any part of the Security Deposit furnished by the contractor.
- i) The performance security shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- j) If the contractor duly performs and completes the contracts in all respects, iNDEXTb shall refund the performance security to the Contractor after deducting all costs and other expenses that the iNDEXTb may have incurred for making good any loss due to any action attributable to the contractor which the iNDEXTb is entitled to recover from the contractor.
- k) Performance security will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the concerned.

### **3. Retention Money**

- a) iNDEXTb while making any payment to Contractor for work done and measured under the contract shall deduct amount equivalent to **2.5 % towards Retention Money.**
- b) Retention Money would be made up by deduction of 2.5% of the gross value of each running bill
- c) The Retention money shall become due and be paid to the Contractor after 30 days of the satisfactory expiry of the period of maintenance/defects liability and issue of such certificate by INDEXTB.

### **4. Mobilization/Demobilization charges**

- a) No Mobilization/Demobilization shall be paid by iNDEXTb

### **5. Insurance**

- a) The equipment/items and services supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation.
- b) The period of insurance shall be for the entire project duration from the date of acceptance of supplies by iNDEXTb. The Insurance cover should take care of natural calamities like earth quake, floods, accidental fire and also manmade calamities like riots, insurgency attacks etc.
- c) The insurance cover under this clause shall be as under and policy shall be taken at entire cost of bidder:
  - o Loss of Human life – Rs. 10 lakhs
  - o Permanent disability of human being – Rs. 5 lakhs
  - o Human body injury not resulting in to permanent disability – Rs. 50,000
- d) In the event of injury, illness or accident to any worker, the employer will not be liable to pay any compensation. The insurance cover shall include the liability under workmen compensation act.

### **6. Source of supply**

- a) The Contractor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where imports are unavoidable, all such items shall be imported by the Contractor in good time against his own import license without affecting the contractual delivery date/delivery schedule.

### **7. Defect liability period/warranty**

- a) The defect liability period is for a period of 12 months from the date of completion of work. During this period the contractor has to attend to the problems if any observed and take corrective action to resolve the same at his own cost.
- b) In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, Incurred by him in rectification, removal or re-execution.

### **8. Termination of contract**

- a) In case of any default by the contractor in any of the terms and conditions, iNDEXTb may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one week's notice in writing to contractor/ bidder.

- b) Notwithstanding anything contained herein, iNDEXTb also reserves the right to terminate the contract at any time or stage during the period of contract, by giving one week's notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.
- c) The Owner shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

#### **9. Termination for insolvency**

- a) iNDEXTb may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

#### **10. Force Majeure**

- a) Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of GoG or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- b) If a Force Majeure arises, the Bidder shall promptly notify Owner in writing of such condition and the cause thereof.
- c) Unless otherwise directed by Owner, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

#### **11. Disputes and arbitrations**

- a) No case shall be filed on the terms and conditions of the TENDER DOCUMENT. No case shall be filed on the rights and prerogatives reserved by the GoG or iNDEXTb.
- b) State and the selected bidder(s) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- c) If, after 30 (thirty) days from the commencement of such informal negotiations, iNDEXTb, GoG and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.
- d) All Arbitration proceedings shall be held at Gandhinagar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

#### **12. Set off**

- a) Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by iNDEXTb and set off the same against any claim of iNDEXTb for payment of a sum of money arising out of this contract or under any other contract made by contractor with iNDEXTb

### **13. Breach of tender condition**

- a) In case of breach of any tender condition, delay or non-performance purchaser may take all or any of the following actions:
  - I. Forfeiture of EMD
  - II. Forfeiture of SD
  - III. Cancellation of contract
  - IV. Forfeiture of retention money
  - V. Barring participation of bidder in all future tenders of iNDEXTb for a period of 3 years or more

### **14. Right to cancel the contract**

- a) iNDEXTb have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month notice.

### **15. Statutory Obligations**

- a) The Bidder shall comply with all statutory and government requirements, including acquiring all necessary permits and approvals necessary. The Bidder ensure that all staff, employees and sub-contractors have the required qualifications to carry out the Works as assigned to them and meet all statutory requirements, permits and approvals, as maybe required by law. The Bidder ensure that all staff & labors are covered under labor compliances.
- b) Should there be any legal requirement which requires varying the Bidders methods of work or the Works as set out in the Bid, the Bidder shall do so at no additional cost to the Owner.

### **16. Bidders control of site**

- a) The Bidder shall constantly keep a competent supervisor in charge on the Site and shall notify the Owner or the name of the supervisor.
- b) The Owner shall be entitled to prohibit from the Site any person who can be reasonable regarded as prejudicial to the quality, f or speedy completion of the works.
- c) The Bidder shall exercise all reasonable care in his control of the Site and shall be responsible to ensure that the use of any temporary works, and methods of working are appropriate to safeguard the Works themselves, all other unfixed materials and goods together with any adjoining property.
- d) The Bidder is to protect in all ways building and other property of things that may be disturbed or damaged during the execution of the works including to provide hoarding and protection to seal off elevator doors as necessary.
- e) The Bidder shall be entirely responsible for ensuring that no damage is caused by his work people including Sub-contractors and specialist contractors (whether nominated or not) and if any such damage is caused he shall be entirely responsible for the entire cost of reinstatements whether carried out by himself or others.
- f) The Bidder shall not allow any unauthorized visitors on the Site and it to keep a visitors book with clear warning that the Owner and Bidders shall indemnify against any claim for death or injury to persons authorized to visit

- the Site and provide safety helmets for such visitors.
- g) The Bidder shall ensure that all the workers & employees working on site are issued with proper PPE & are using the same religiously. The Bidder should also ensure that the best HSE practice is followed on site by all the employees, labors & visitors. In case of any accident, fire or damage to the property because of poor HSE practice the Bidder will be liable for the damage or loss occurred.
  - h) The contractor shall maintain first aid box on site, readily available and with clearly visible signage at site office.
  - i) The contractor shall follow zero tolerance policy for safety on site, in contract period.
  - j) No children shall be allowed to play within site premises. Contractor shall construct a temporary shed for site school and provide teacher, attendant and necessary items to run the site school for labourer's children on a regular basis.
  - k) The Bidder is to employ protect all finished works including electrical fittings, built-in-fixtures, metal work, glass, tiles and all other wall and floor finishing"s, and will be responsible for any damage caused by carelessness and negligence in this respect.
  - l) The Bidder must keep the Site clean, tidy and dry at all times and free from rodent or other infestation. Rubbish & debris shall be removed by the Bidder on a daily basis and will not be permitted to accumulate either on Site or in any other area within the base building except areas as agreed with the base building management / Landlord.
  - m) The Bidder shall ensure all voids underneath the raised floor and above the suspended ceiling shall be cleared and swept thoroughly before cover-up.
  - n) Night item work may be carried out at the discretion of the Bidders, on the condition that prior approval from the landlord is obtained in respect of access and security clearance. No claim for extension of time and/or costs shall be considered by Owner if the Owner is prevented from carrying out night time/overtime/ public holiday work.
  - o) Electricity and water for the Work shall be supplied by the Owner to the bidder working on Site. The cost of all electricity and water consumed by the Bidder shall be refunded to the Owner according charges made by the Landlord or related Authorities.
  - p) All ladders in use must be of good construction and of adequate strength for the purpose of which it is used. These should be of non-conductive materials and secured to prevent under swaying a sagging. These should be properly maintained.
  - q) The contractor shall ensure to provide Hi-visibility/ reflecting jackets to all working staff along with supervisor, team leader, manager.
  - r) The contractor shall display necessary signages with the approval of the Employer. The type of signage will also to be got approved from the Employer for safe movement areas and for safe access zones.

### **17.Safe custody of materials**

- a) The Bidder will be responsible for the safe custody of any materials delivered on to the Site and will be required to reinstate at his own expense any such materials that may be lost or stolen.
- b) The Bidder will also be required to reinstate at his own expense any materials or article damaged by careless handling or storage or interior workmanship by his workmen either in the original fixing or in the subsequent taking down and re-fixing thereof.

### **18.Technical Examination/Audit**

- a) In case of Technical Examination/ Audit any time during execution or even after 12 months of completion of work, the Contractor shall be liable for

defects/quality of the work and financial consequences as a result of deficiencies observed/recorded in Technical Examination /Audit report.

- b) Necessary documents/supporting vouchers (In Original) store registers/records, materials, test certificates and any other details as asked for during Technical Examination/Audit by the concerned authority shall be provided by the Contractor to the full satisfaction of Technical Examiner during technical Examination/Audit of the work.
- c) If as a result of such audit and/or technical Examination any sum is found to have been overpaid, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for Engineer-In-Charge to recover the same from him in any manner permissible under the contract or legally.

### **19.Compensation under the Workmen's Compensation act**

Compensation Under the workmen's compensation Act: The contractor shall be responsible for and she pay compensation to his workman payable under the Workmen's Compensation Act. 1923 (VIU of 1923) hereinafter call the said Act) for-injuries caused to the workmen, If such compensation is paid by Government as principal under sub section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Government-from the contractor und sub-section.1 2 (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I above.

### **20.Licenses for labour**

- a) Before starting the work, the contractor will have to obtain the licence from the District Assistant Labour Commissioner under the Contract Labour ( Regulation and Abolition) Act, 1970 and contract Labour ( regulation and Abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labourers to be employed on the work and will have to supply two true copies of the said licence to the Deputy Executive Engineer before the work is started.

### **21.Liability of accidents to person**

- a) Responsibilities and liabilities of the contractor under Workmen's Compensation Act are given in clause No. 37 In addition following shall also apply:
  - (a) On the occurrence of an accident, which result in death of workmen employed by the' contractor or which is so serious as is likely to result in death of any such workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer-in-charge the fact of such accident(s). The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a consequence of. Government's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s).
  - (b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability.

The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

## **22.Regulations for scaffolds, working platforms, gangways and stair ways**

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down or substantially altered except under the supervision of a competent and responsible person appointed by contractor and by competent workers possessing adequate experience in this kind of work
- c) All scaffolds and appliances connected therewith and all ladders shall –
  - I. be of sound material
  - II. be of adequate strength having regard to the loads and strains to which they will be subjected, and
  - III. be maintained in proper condition
- d) Scaffolds shall not be overloaded and as far as possible the load shall be evenly distributed
- e) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- f) Scaffolds shall be periodically inspected by a competent person.
- g) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.
  - I. Working platforms, gangways shall be so constructed that no part thereof can protrude unduly or unequally,
  - II. be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and
  - III. be kept free from any unnecessary obstruction.
- h) The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

## **23.Regulations for hoisting appliances**

- a) Hoisting machines and tackle including their attachments, anchorages and supports shall –
  - I. be of good mechanical construction, sound material and adequate strength and free from patent defect, and
  - II. be kept in good repair and in working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.



- d) Every chain, ring, hook, shackle, swivel and pulley block used in 'hoisting or lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver or hoisting - appliance operator shall be properly qualified,
- f) In the case of hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.
- g) No part of any hoisting machine or gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.
- h) Motors, gears, transmissions, electric wiring and other 'a. dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
- i) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- j) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

#### **24. Measures for prevention of fire**

- a) The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Engineer- in-charge. When such permit is given, and also in all cases when destroying cut or dug up tress, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property. When such permit is given, and also in all cases when destroying cut or dug up tress, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

#### **25. Liability of contractor in case of Accident**

- a) The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may Sutter a bodily injury as a result of an accident It such expenses are incurred by Government.

#### **26. Drawings, Designs, Instructions of the Engineer-In-charge**

- a) The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with specifications.
- b) In the event of any discrepancy in the several documents forming the contract or in any one documents, the following order of precedence should apply :
  - a. Dimension and quantities: (i) Drawings (ii) Price bid of the Tender (iii) R&B's specifications.

On drawings, figure dimensions, unless obviously incorrect, will be followed in preference to scaled dimensions.

- b. Description: (i) Price bid of the Tender (ii) Drawings (iii) R&B's specifications.
- c) In the case or detective description or ambiguity, the Engineer-in-charge is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor cannot take any advantage of any apparent error or omission in drawings or specifications and the Engineer-in-charge shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specification.

#### **27. Other conditions**

- a) The work shall generally be carried out, in accordance with the description of items, Special conditions, Additional specifications & Technical details, General conditions of contract for design and instructions of Engineer-in-Charge.
  - I. The order of preference in case of any discrepancy between various

- documents as referred to in this tender shall be as under:
- II. Nomenclature of items as per Bill of Quantities.
  - III. Special conditions
  - IV. Additional specifications & Technical details.
  - V. General conditions of contract
  - VI. Indian Standard Specifications (latest version up to the last date of receipt of Tender including revision/amendments issued by BIS)
  - VII. Sound Engineering practice as directed by engineer-in-charge.
- b) The work shall be carried out in accordance with the drawings approved by the Engineer-In- Charge. Before the commencement of any item of work, the Contractor shall correlate all the relevant drawings issued for complete and unambiguous. The discrepancy, if any, shall be brought to the Notice of Engineer-In-Charge before the execution of work. The Contractor along shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information. Nothing extra shall be paid on it his account.
- c) The work shall be carried out in the manner complying in all respect with the requirements of relevant bye laws, rule and regulations of the local body and other associated Concerned Authority under the jurisdiction of which the work is to be executed and as directed by the Engineer-In-Charge and nothing extra shall be paid on this account.
- d) The Contractor shall give performance tests of the entire installations(s) as per specifications and drawings before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.
- e) On completion of work the Contractor shall submit at no extra payment four prints of "as built" drawings to Engineer-In-Charge. These drawings shall have the relevant information:
- f) The Contractor at his own cost shall leave necessary holes, recesses, openings etc. for laying/burying pipes, cables, conduits, clamps, etc. as may be required for related components/ works for which inserts, sleeves, brackets, conduits, base plate, clamps etc, shall be supplied free of cost by other agencies unless otherwise specifically mentioned in the Tender. The Contractor shall fix the same at the time as required and nothing extra shall be paid to Contractor on this account.
- g) The work shall be executed and measured as per metric dimensions given in the schedules of quantities, drawings (FPS units wherever indicated are for guidance only).
- h) The Contractor shall comply with all laws and statutory regulations dealing with employment of labour.
- i) The Contractor shall provide at his own cost suitable weighing, surveying, leveling and measuring arrangements as may be necessary at site for checking by Engineer-In-Charge. All such equipment shall be got calibrated in advance from approved laboratory/agency. Nothing extra shall be payable on this account.
- j) The Contractor shall be bound to sign the site order book as and when required by Engineer-In- Charge and carry out compliance of instructions promptly to the satisfactions of Engineer-In- Charge.
- k) No payment shall be made to the Contractor for any damage caused by rain, floods or any other natural cause, whatsoever during the execution of work. The

damage to work shall be made good by the Contractor at his own cost and no claim in the matter shall be entertained.

- l) Security Watch and Ward: The Contractor shall employ necessary establishment for security and shall be fully responsible for the watch and ward of all equipment, materials, pipes, fitting, fixtures etc provided by him against pilferage and including breakage during the period of installation and thereafter till the building is handed over to PFC by the Contractor.
- m) Necessary procedures set up by employer / employer's site managing agency for working inside premises shall be fulfilled by the successful bidder.
- n) People working inside premises shall have to be abide by the rules and regulations set by employer / employer's site managing agency for working inside premises
- o) Selected agency shall be provided the photo identity card to all their staff working on site after getting their antecedent verified from local police. The company should maintain a database of the identity card issued to its employees/ labours deployed at site.

## Chapter 8 - Special Conditions of Contract

### 1. Project Implementation period

- a) The bidder can start mobilization and commence work as per scope of work within seven days after receiving LOI.
- b) Various civil works as mentioned to be completed in period of 60 days including Sundays, Holidays, festivals. However, iNDEXTb's decision will be final in this regards.
- c) The bidders must submit with the bid, the project implementation plan in form of detailed methodology with work plan including detailed project schedule of complete scope of work.

### 2. Defect liability period

- a) Defect liability period will be 12 months after date of completion as per completion certificate issued by iNDEXTb

### 3. Bills of accessories/fixtures/material

- a) Contractor has to provide required guarantee, warrantee and legal documents if SITC ( if supply, Installation , testing and commissioning ) is involved

### 4. Payment terms

- a) Minimum bill amount must be ₹ 30,00,000/- for each RA bill
- b) Documents to be submitted along with the RA bill are
  - I. Measurement sheet approved by Employer's site in charge or Professional advisor appointed by Employer
  - II. Payment recommendation from Employer's in charge or Professional advisor appointed by Employer

#### Note:

- 1 The bidder must understand clearly that the rates quoted are for completed works include all costs considering labour, scaffolding plant supervision, service work, GST, power, royalties and octroi/taxes etc., and include all extra to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenders will not be entitled subsequently to make any claim on the ground of misrepresentation.
- 2 The contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-charge.
- 3 The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval by the Engineer-in-charge.

The rates for items of works shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sectional specifications, In cases where the items of work are accepted as not so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bill.

### 5. Sub Letting

- a) The Contractor shall not transfer or assign this order. However the Contractor may appoint any sub-consultant with intimation to the owner. The responsibility to execute the work shall solely vest with the Contractor.

- b) Copies of sub-contract order shall be forwarded to the Owner.

#### **6. Additions/alterations/modifications**

- a) The Owner reserves the right to make the additions/ alterations /modifications to the quantity of the items in the Purchase/work Order to the extent of **± 30 % of the value of the Purchase Order.**
- b) Such an option shall be exercised by the Owner before completion of supplies/work under purchase/work order. The Contractor shall supply/execute work such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order/work order of the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

#### **7. Specification for scope of work**

- a) Work shall be carried out in accordance with the Roads and Buildings Departments' divisional specification and in the event of there being no divisional specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions and requirements of Engineer-in-charge.
- b) Bidders must follow item description provided in price bid.
- c) For Excavation, Contractor shall manage all statutory requirements (Royalty pass, License for excavation, Transportation, etc.). Necessary documents, as required, shall be given by Client.
- d) During Excavation if any existing structure (RCC, Masonary, existing pipelines, etc.) is encountered, no extra rate shall be payable for removal of the same. Any dewatering during excavation shall be done by Contractor without claiming any extra amount.

#### **8. Right to vary and excess over tender quantities**

- a) iNDEXTb shall have the authority to instruct the bidder to do and the bidder shall do the following:
  - I. Increase or decrease the quantity of any work included in the contract.
  - II. Execute additional work of any kind necessary for the project
- b) Change any specified sequence or timing of execution/construction of any part of the works.
  - I. The bidder shall not make any such variation without informing the client.
  - II. The Engineer-in-charge 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 instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alternation 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.
- c) Except that when the quantity of any item exceeds the quantity as in the tender by more than 30% the contractor will be paid for the quantity in excess of 30% at the rate entered in SOR of the year, if work includes item for which no rate is specified in SOR then market rate shall be considered.

#### **9. Extra items**

- a) If the additional or altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out.

- I. at the rate entered in the current Schedule of Rates of the R&B Dept. for the year in which the tender was received.
  - II. If the Schedule of rates of the Division does not contain all the items, and it is not possible to arrive at the rate from SOR, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis and market rate. Rate shall be analyzed by iNDEXTb after submission of rate analysis by Contractor considering 15% as overheads and profit (including charges for TEP as well as water and electrical charges). Material supply costs shall also be submitted by Contractors along with Rate analysis. Decision of iNDEXTb in this regard shall be final and binding to the bidder.
- b) Contractor shall not execute the extra/additional work without prior written approval of the Client/Professional Advisor. Any extra item if executed must have written consent of the concerned decision maker and to be submitted with detail cost analysis.
  - c) Items which are not part of BOQ and if they occur during the time of execution will be treated as extra item, rate of the same will be analyzed by Client/PMC after submission of rate analysis by Contractor considering 15% as overheads and profit (including charges for TEP as well as water and electrical charges). Material supply costs shall also be submitted by Contractors along with Rate analysis

#### **10.Price Escalation**

- a) No price escalation in any rates/ charges shall be paid to the successful bidder during period of contract, as well as another extended one year.

#### **11.Extension of Time**

- a) The completion of work in time limit is the essence of the contract. The work shall have to be completed within specified time limit.
- b) If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper.
- c) The decision of the Engineer-in-charge in this matter shall be final. In the order of extension in time limit it shall be clarified
  - I. whether extension is given subject to levy of liquidated damages or not
  - II. The Star rate revision formula for the work done in extended time limit will be applicable.
- d) In case extension is granted, the extended time shall become the essence of the Contract.

#### **12.Delay in the supplier's performance**

- a) Services under the contract shall be provided strictly in accordance with the schedule specified in the purchase/work order.
- b) Delay(s) in the performance of service obligations shall render the supplier liable to any or all; of the following sanctions i.e. forfeiture of performance security (S/D), imposition of liquidated damages and/or termination of the contract for default, and/or barring the supplier for 3 years.
- c) If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the services, the supplier shall promptly

notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser i.e. iNDEXTb

### **13.Liquidated damage charges**

- a) In case of any delay in execution of the order beyond stipulated date of delivery work schedule, including any extension permitted in writing, the Owner reserves the right to recover from the Contractor a sum equivalent to **1 %** (one percent) of the value of delayed material/equipment or unperformed services for each week of the delay and part thereof subject to a maximum of **5%** of the total value of the order.
- c) Alternatively, the Owner reserves the right to purchase the materials/equipment/to get work done from elsewhere at the risk and cost of the Contractor and recover all such extra cost incurred by the Owner in procuring the material by the above procedure.
- d) Alternatively, the Owner may cancel the order completely without prejudice to his right under the alternatives mentioned above.

### **14.Minimum manpower requirement**

The bidder should provide for following minimum manpower at site

- a) One team leader (B.E. Civil of min. 5 years of experience or Diploma in Civil with min. 10 years of experience)
- b) Two Civil Engineers (B.E. with 5 years' exp. or Diploma with 8 years' exp.)
- c) One Electrical Engineer at Office (Diploma with 3 years exp.)
- d) Two Site Supervisors (5 years' exp.)

### **15.Defective work**

- a) In cases where the Bidder has carried out defective work or used defective materials, Owner shall be entitled to:
  - I. Where reasonable to do so, order a suspension of work and further inspect the work to determine the exact nature of the defect
  - II. To order the removal or replacement of defective work or material without any additional payment, or
  - III. Withhold a milestone payment until the defective work has been rectified.

### **16.Quality Control**

- a) The contractor shall be responsible for quality of work to be executed by him. This includes responsibility for the adequacy, stability and safety of all site operations and methods of construction.
- b) The Contractor shall set out the whole of the works as per drawings and designs as approved by the Engineer-in-charge.
- c) The Contractor shall provide every article or thing, necessary for the due and proper execution of the work under the Contract according to the true intent and meaning of the drawings, designs and specifications taken together.
- d) The Contractor shall execute the work with sound perfect and skillful workmanship in accordance with the specification and professional standard.

### **17.Completion**

- a) On completion of the Works and before handing over the Works, the floors, glass, fittings, tiling, ironmongery, paintwork, etc. are to be professionally cleaned using approved detergents, scrapers, scrubbing brushes, etc., all windows, drawers, doors and hardware eased and tested exposed metalwork shall be polished as

- necessary and the premises left clean and fit for occupation.
- b) Labeled keys and guarantees shall be handed to the Owner on or before the Practical Completion Date.
  - c) The Bidder shall prepare/co-ordinate the production of all as built drawings and maintenance manuals as required by the Conditions of Tender which shall be issued to the Owner within 2 weeks of the Practical Completion Date.

**18. Defects after completion**

- a) The Bidder shall remedy and make good at no cost to the Owner all goods, defects, shrinkages or other faults which shall appear within the Defects Liability Period in accordance with the Bidders Detailed Proposal or the Bidder may have the defects made good at his expense by a local contractor approved by the Owner.
- b) Acceptance of any improper delivery does not prejudice the Owners right to demand adequate assurance of future performance.
- c) For the avoidance of doubt, the provisions of this Clause shall in no way affect the rights and remedies expressly reserved herein to the Owner or bar the Owner from claiming all expenses, loss and/or damage incurred or sustained by the Owner in the event of any breach by the Bidder of the Contract.



## Chapter 9 - Bid Forms

### Form 1:

#### DECLARATION REGARDING ACCEPTANCE TO TERMS & CONDITIONS OF THE TENDER

1. I/We, Director/authorized signatory of the Company M/s \_\_\_\_\_, is competent to sign this declaration and execute this tender document.
2. I have carefully read, understood and accept all the terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

SIGNATURE OF THE BIDDER WITH SEAL

Note: This declaration to be provided on company letter head

**Form 2 : BIDDER'S DETAIL**

1.	Name of the tendering company	:	
2.	Name of authorized signatory	:	
3	Full address of reg. office	:	
4	Correspondence address	:	
5	Contact person details		
	Name	:	
	Telephone no.	:	
	Fax no.	:	
	E-mail address	:	
6	Type of firm a. Government/ Public Sector Undertaking b. Proprietary Firm c. Partnership firm d. Limited company or Limited Corporation e. Member of a group of companies f. Subsidiary of a large corporation		
7	Year, date and place of incorporation of company	:	
8	Former name of the company, if any	:	
9	GST registration no.	:	
10	PAN no.	:	
11	Profile of the firm	:	To be attached

Signature of bidder with seal

**Form 3 : Organization Structure**

Give;

1. Overall organization chart of the company showing position of Managing Directors and HO organization

i. Home Office
ii. Sub-contracting
iii. Planning, Scheduling & Monitoring
iv. Site Organisation chart covering construction supervision (Discipline-wise). Quality Assurance and Quality Control (Discipline-wise), warehouse management and material control, field engineering, safety etc

2. Give list of employees on Bidders pay role: Technical and Non-Technical & also give following details:

**Candidate Summary**

1.	Name of Applicant	
2.	Position	
3.	Candidate: Prime Alternate	
4.	Professional qualifications	
5.	Name of employer:	
6.	Address of employer:	
7.	Telephone:	
8.	Job title of candidate:	
9.	Years with present Employer:	

Summarise professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project

From	To	Company / Project / Position / Relevant technical and management experience

3. Give list of sister-concerns, if any.

**Form 4: List of important work done in last five years**

Please finish information about the relevant Work completed over the last Five years.

Sr. #	Name of Project	Name of Employer/Department	Duration (Work Period)	Date of Work Completion	Location and description of Work	Value of contract	Certified Value of completed work

**NOTES:**

1. Attested copies of the latest certificate from the employers may be attached.
2. Non disclosures of any information in the schedule will result in disqualification of the firm.
3. In case of private work sufficient authentic proof of work done. Along with evidence of financial transactions shall have to be furnished.

**Form 5 : Details of contracts of similar nature and complexity**

1)	Name of contract:	
2)	Department:	
3)	Name of employer:	
4)	Address of employer:	
5)	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify:	
6)	Contract role (check one)	
7)	Sole Contractor: <input type="checkbox"/> Subcontractor: <input type="checkbox"/> Management Contractor: <input type="checkbox"/> Partner in a joint venture: <input type="checkbox"/>	
8)	Value of the total contract/subcontract/partner share in Rs.:	
9)	Date of award	
10)	Date of completion	
11)	Contract/subcontract duration (years and months)	
12)	Specified requirements	
13)	Client Certificated Attached	Yes/No

Use a separate sheet for each contract.

**Form 6: Details of current running assignment**

Bidders shall provide information on their current commitments on all civil contracts that have been awarded or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified full completion certificate has yet to be issued.

Name of Employer	Name of the contract location and nature of their work	Name of consulting Engineer or agency responsible for supervision	Contract amount in Indian Rupees & date of contract	Percentage of participation of company in the project	Value of work completed and certified in Indian Rupees	Value of outstanding work (in Indian Rupees)	Actual date of start	Estimated completion date	Reasons for Delay

**Form 7: Details of resources owned by Company**

Please provide here the list of all the Tools, Equipment, and Plants available with the company.

(Sample list of items to be covered Total station, Builders hoist, Concrete mixers, steel shuttering procured during last two years, Steel props, Mortar Mixer, Cranes, excavator cum loader, bar cutting machine, Silent Generator set, availability of modular form work and scaffolding, Steel/ Aluminum ladder 1.5 m to 8 m, Gas welding and cutting machine, CNC cutting machine, Portable electric welding machine, Metal Grinders and Sanders, Panel Saw, Electric Power Drills, Circular Saw, Heavy duty edgebander conveyor, Router, Jig Saw, Drill Press, Spindle moulder (Wood shaper) etc.

Sr. No	Name of manufacturer	Year of Manufacture	Capacity	Model (YY YY)	Source: Owned/ Rented/ Leased/ Specialty Manufactured	Quantity	Current Status (Location)	Current Commitments	Remarks

Omit the following information for equipment owned by the Applicant or partner.

Owner	Name of owner:	
	Address of owner:	
	Telephone:	Contact name and title:
	Fax:	Telex:
Agreements	Details of rental / lease / manufacture agreements specific to the Project:	

**Form 8 : Proposed methodology and Schedule**

Give here a short note on proposed methodology and attach schedule and BAR charts for undertaking the proposed work i.e. RCC structural deck, and other misc. work. Indicate Bar charts with Man power deployment plan. Indicate scope of manpower on proposed layout.



**Form 9 : Financial Information Summary**

Sr. No.	Description	FY 2014-15	FY 2015-16	FY 2016-17	Average turnover
1	Turnover (₹. In Lacs)				
2	Net profit (₹. In Lacs)				
3	Net worth (₹. In Lacs)				

Signature of bidder with seal		Signature of chartered accountant with seal	
Date	:	Date.	:
Name	:	Name	:
Address	:	Address	:
Contact No.	:	Contact No.	:
E-mail:	:	E-Mail	:
		Membership no.	:

- Attach true copy of last three years' Audited statements duly signed by Chartered Accountant.
- Enclose letter from your banker/self that the agency is not under liquidation, court receivership or similar proceedings.

**Form 10: DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING  
FROM TAKING PART IN GOVT.TENDER BY GOVT. DEPT**

(To be executed on Rs.20/- Stamp paper &attested by Public Notary/Executive Magistrate by the bidder)

I/We Director(s)/Authorized Signatory of of M/S \_\_\_\_\_ hereby declare that the Company has not been blacklisted or debarred in the past by iNDEXTB or any other Government Department/Organization/Under Taking from taking part in Government tenders.

In case the above information found false, I/We are fully aware that the tender/ contract will be rejected/cancelled by iNDEXTb and EMD/SD shall be forfeited. In addition to the above, iNDEXTb will not be responsible to pay the bills for any completed / partially completed work.

SIGNATURE OF THE BIDDER WITH SEAL

**Form 11: AUTHORISATION LETTER**  
(ON THE LETTER HEAD OF THE ORGNISATION /FIRM)

We authorize \_\_\_\_\_ [Name of the person], who is employed and holding the position of ..... [Designation] in our Company, to submit bid on our behalf and do all such acts, deeds and things necessary in connection with or incidental to submission of Bids for ..... [Name of the Bid].

The Signature of the Authorized Person is also attested herewith.

Signature of Authorized Person:

Full Name:

Designation:

Signature:

Full Name:

Designation:

Address:

**PROFORMA FOR BANK GUARANTEE FOR EMD**  
(To be stamped in accordance with Stamp Act)

To,

iNDEXTb

Dear Sir,

In accordance with your Tender Specification No ..... M/s. ....  
Having its Registered/ Head Office at ..... (Hereinafter  
called the "Bidder") wish to participate in the said bid for .....  
..... valid for .....  
months from the date of bid opening is required to be submitted by the Bidder as a condition  
precedent for participation in the said bid which amount is liable to be forfeited on the happening  
of any contingencies mentioned in the Bid Documents.

We, the ..... Bank at ..... Having our Head Office at .....  
Guarantee and under to pay immediately on demand by client, the  
amount..... (In Figures & Words) without any  
reservation, protest, demur and recourse. Any such demand made by said Owner shall be  
conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. This  
guarantee shall be irrevocable and shall remain valid up to ..... If any further  
extension of this guarantee is required the same shall be extended to such required period (not  
exceeding one year) on receiving instructions from M/s ..... on whose  
behalf the guarantee is issued. In witness whereof the Bank, through its authorized officer has  
set its hand stamped on this ..... day of.....20.....at.....

WITNESS:

(Signature  
) Name  
(Signature  
)

Name  
Attorney as per  
Power of Attorney  
No.  
Date.....  
(Official Address)

- \* The amount should be as indicated by the Owner.
- \*\* This date should be 30 days after the date for which bid is valid.

Note:

The non-judicial stamp papers for this EMD should be purchased in the name of the issuing Bank. ii) This bank  
guarantee must be issued by a nationalized Indian Bank/Commercial bank as indicated in Clause

**Contract Agreement**

THIS CONTRACT AGREEMENT is made on the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

(1) *Industrial Extension Bureau, 2<sup>nd</sup> floor, block no. 18 Udyog Bhavan, Sector 11, Gandhinagar-382011*

and

(2) [*insert name of the Contractor, a corporation incorporated under the laws of [insert: country of Contractor]*] and having its principal place of business at [*insert: address of Contractor*] (hereinafter called "the Contractor").

WHEREAS the Employer invited tenders for the execution of the Works, described as *Interior Design and Execution work at Mahatma Mandir Convention Centre, Gandhinagar* and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to. \_\_\_\_\_
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of . . . . [ *name of the borrowing country* ] . . . .  
. on the day, month and year indicated above.

Signed by: \_\_\_\_\_  
 For and on behalf of the Employer in the  
 presence of \_\_\_\_\_  
 Witness: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signed by: \_\_\_\_\_  
 for and on behalf the Contractor in the presence  
 of \_\_\_\_\_  
 Witness: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date: \_\_\_\_\_