

Amritsar Smart City Limited



National Competitive Bid (NCB)

Bid Reference No: 07/ASCL/2019-20

(Volume 1)

Bidding Document for

Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period

June 2019

Project Cost ₹ 734.59 Lakh

Chief Executive Officer

Amritsar Smart City Limited,

SCO-21, 2nd Floor, District Shopping Centre, B-Block, Ranjit Avenue, Amritsar, Punjab 143001

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SECTION I – INVITATION FOR BID (IFB)

Notice inviting online Bids for: Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period

ASCL, Amritsar (hereinafter referred to as “ASCL” or “Employer” or “Procuring Entity”) invites online unconditional bids through e-procurement portal <https://eproc.punjab.gov.in> from eligible and interested parties (the “Bidder” or “Bidders”).

Name & Address of ASCL	Chief Executive Officer Amritsar Smart City Limited, SCO – 21, II Floor, District Shopping Centre, Block – B, Ranjit Avenue, Amritsar - 143001, Punjab, INDIA
Subject Matter of Procurement	Notice inviting Online Bids for Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period
Approx. value of the Project	Rs.734.59 Lakhs (Rupees Seven Crore Thirty Four Lakh and Fifty Nine Thousand)
Period of Completion	09 (nine) months
Bid Document Fee	Rs.10,000/- (Rupees Ten Thousand only)
Period of on-line availability of Bid Documents (Start Date/ End Date)	From: 28.06.2019 04:00 PM Till: 26.07.2019 03:00 PM
Date and time for Pre-bid Meeting	Date/ Time: 08.07.2019 at 11:00 AM Place: Amritsar Smart City Limited, SCO – 21, II Floor, District Shopping Centre, Block – B, Ranjit Avenue, Amritsar Punjab
Manner, Start Date for submission of Bids	Manner : Online on e-Procurement website http://eproc.punjab.gov.in Start Date: (date) & (time)
End Date for submission of Bids	End Date: (date) & (time)
Amount of Bid Security/ Earnest Money Deposit	Rs.14.7 Lakh (Rupees Fourteen Lakh Seventy Thousand only)
Date and Time of opening of Technical Bid	26.07.2019 03:30 PM online
Date and Time of opening of Financial Bid	Will be intimated later to the Technically qualified bidders
Language	<ul style="list-style-type: none">• This Bid Document has been issued in English language• Bids shall be submitted in English• All correspondence exchange shall be in English language

Bid Validity	120 days from the bid submission deadline
Preparation of Bids	The Bids shall comprise of the following : Technical Bid & Financial Bid as per Clause 6

Note:

- 1) The Bidding Documents can be downloaded from website: <https://eproc.punjab.gov.in>. The document downloaded from the aforesaid website should not be tempered, and if any such tempering is detected before or after the opening of Bids, the Bidder shall be debarred for a period of 6 (six) months.
- 2) Bidder (through its Authorized Representative) shall submit their offer (the “**Bid**” or “**Proposal**”) on-line in Electronic formats comprising of both Technical Bid and Financial Bid at <https://eproc.punjab.gov.in>. Bid Document Fees, Tender Processing Fees and Bid Security should be deposited through Amritsar Smart City Limited, "Payment Gateway Service on E-Procurement platform".
- 3) Bidder for additional details such as estimated cost, important date, detailed information, qualification and eligibility criteria, visit website: <https://eproc.punjab.gov.in> for downloading tender document.
- 4) Any subsequent addendum/ corrigendum shall be published/ uploaded only on the website <http://eproc.punjab.gov.in> and will not be published in the newspapers. In case there is a holiday on the day of opening of Bids, activities assigned on that date shall be carried out on the next working day.
- 5) While electronically submitting the Bids, it should be ensured that the Bid Documents including Conditions of Contract are digitally signed by the Bidder.
- 6) For participating in the above e-tender, the Bidders shall have to get themselves registered with <https://eproc.punjab.gov.in> and get User ID, password. Class 3 Digital Signatures Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/ difficulty/ regarding e-tendering process Bidders shall contact helpdesk on the phone numbers mentioned on the website.
- 7) The documents shall be prepared and scanned in different files and uploaded during the online submission of Bid.
- 8) Amritsar Smart City Limited will not be responsible for delay in online submission due to any reason. For this, Bidders are advised to upload their complete Bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load, pending payment transaction or any other unforeseen problems.
- 9) Bid documents consisting of qualification information and eligibility criterion of Bidders, plans, specifications, drawings and the set of terms & conditions of the Contract to be complied with by the Contractor can be seen on website <https://eproc.punjab.gov.in> and scanned copies of the required documents and information as per this Tender Document should be attached in the Technical Bid as prescribed in this RFP.
- 10) Uploaded documents of valid and successful Bidder (hereinafter referred to as the “**Successful Bidder**”) will be verified with the original before signing the agreement, to be uploaded prior to the date and time for Bid submission is specified herein.
- 11) The Tender Documents is not to be uploaded by the Bidder. The Bidder has to only agree/ disagree with the conditions in the Tender Document. The Bidder who disagrees on the conditions of the Tender Document, cannot participate in the Tender.

- 12) Bid(s) once submitted online cannot be resubmitted or withdrawn.
- 13) Conditional Bids, Bids without payment of Bid Security and Bids not meeting the qualifying criteria on the date of receipt of Bids shall be summarily rejected.
- 14) All the prospective Bidders are encouraged to participate in the pre-bid meeting and it is advised that the work sites are visited and Bid Documents are studied thoroughly.
- 15) ASCL reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
- 16) Procurement entity disclaims any factual/ or other errors in the Bid Document (the onus is solely on the individual bidders to verify such information) and the information provided therein are intended only to help the Bidders to prepare a logical Bid/proposal.

**Chief Executive Officer
Amritsar Smart City Limited
Amritsar, Punjab**

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SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1. Introduction & Brief Description of Bidding Process

1.1. Introduction

- 1.1.1. The Amritsar Smart City Limited (hereinafter referred to as the “**Authority/ ASCL/ Employer/ Procuring Entity**”) is engaged in the implementation of the Smart City Mission projects in Amritsar and as part of this endeavor, the ASCL has decided to undertake to procurement and service requirement for “*Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period*” (the “**Project**” or “**Work**”) and has, therefore, decided to carry out the bidding process for selection of an entity as the bidder to whom the Project may be awarded.
- 1.1.2. Accordingly, the Procuring Entity invites online Bids for the aforesaid Project for selection of an agency (the “Successful Bidder”) who shall act as the Implementing Agency and shall be responsible for completion of the Project under and in accordance with the provisions of an agreement/ contract (the “Contract”) to be entered into between the Implementing Agency and the Procuring Entity in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

- 1.1.3. The sites for the Project are as follows:

- (i) Spaces under Elevated Loop at GT Road;
- (ii) Spaces under Kichlu Flyover;
- (iii) Spaces under Taranwala Flyover on GT Road.

- 1.1.4. For detailed scope of work of the selected agency please refer to **Section V (Scope of Work)** of this RFP. The agency shall have to comply the terms, conditions and specification laid down in this RFP during the tenure of the assignment.
- 1.1.5. The estimated cost of the Project is Rs.7,34,59,517/- (Seven Crore Thirty Four Lakhs Fifty Nine Thousand Five Hundred Seventeen) as per the Bill of Quantities/ Price Schedule. The Bidders are required to quote a percentage below, at par or above the estimated cost of the Project and not item wise.

1.2. Brief Description of Bidding Process

- 1.2.1. This Section i.e. Section II - “Instructions to Bidders” provide the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the ASCL for receipt and opening as well as scrutiny and evaluation of Bids, declaration of the successful Bidder, issuance of Letter of Acceptance and subsequent execution of Contract.
- 1.2.2. ASCL has adopted online single stage two steps process involving Technical Part and Financial Part for selection of the Bidder for award of the Project (collectively referred to as the “**Bidding Process**”). The first step involves technical qualification and short listing of the qualified Bidders who become eligible for opening of their Financial Bids. The Bids shall be valid for a period of not less than 120 days from the date specified in clause 13 for submission of Bids.
- 1.2.3. A Bidder is required to deposit payment of Bid Document Fee, Tender Processing Fee and Bid Security online through Amritsar Smart City Limited, “Payment Gateway Service on E-Procurement platform”. The Bids not accompanied by any of the aforesaid payments and Bid Security shall be summarily rejected.

- 1.2.4. Before formulating the Bid and submitting the same to ASCL, the Bidder should read and examine all the terms, conditions and instructions etc. contained in the Bid Documents. Failure to provide and/ or comply with the required information, instruction etc. incorporated in these Bid Documents may result in rejection of its Bid

1.3. Schedule of Bidding Process

ASCL shall endeavor to adhere to the following schedule :

EVENT DESCRIPTION	DATE
Period of online availability of Bid Documents (Start Date/ End Date)	Start Date:- From: 28.06.2019 04:00 PM End Date: - Till: 26.07.2019 03:00 PM
Last date for receiving queries	04.07.2019 by 11 AM
Date and time for Pre-bid Meeting	Date/ Time 08.07.2019 11:00 AM Place: Amritsar Smart City Limited, SCO – 21, II Floor, District Shopping Centre, Block – B, Ranjit Avenue, Amritsar, Punjab
Manner, Start Date for submission of Bids	Manner : Online on e-Procurement website http://eproc.punjab.gov.in Start Date: 28.06.2019 04:00 PM
End Date for submission of Bids (Bid Submission Date)	End Date: 26.07.2019 03:00 PM
Place, Date and Time of opening of Technical Bids:	Place: www.eproc.punjab.gov.in Latest by: 26.07.2019 03:30 PM
Place, Date and Time of opening of Financial Bids:	Place: www.eproc.punjab.gov.in Date and time: To be intimated later
Letter of Acceptance (LoA)	To be intimated later
Validity of Bids	120 days from the end date of submission of Bids
Date of signing of Contract	Within twenty eight (28) days of LoA

2. Eligible Bidders & Minimum Eligibility Criteria

2.1. Eligible Bidder

- 2.1.1 Each intending Bidder may be a natural person/ sole proprietorship/ Company/ Partnership firm/ LLP having authority to participate in this RFP. No Consortium or Joint Venture (JV) shall be allowed or accepted in this RFP.
- 2.1.2 The Bidder or its sub-contractor (*where the Bidder itself does not possess experience in respect of execution of Horticulture work*) should be a natural person/ firm/ company having experience in Beautification/ development of Parks/ Gardens in an urban area.
- 2.1.3 A Bidder shall have the nationality of India. A Bidder shall be deemed to have nationality of India if the Bidder is a citizen or constituted or registered or incorporated, and operates in conformity with the provisions of the Laws of India. This criterion shall also apply to the determination of the nationality of proposed sub-contractors or suppliers for any part of the Contract including related services.
- 2.1.4 A Bidder should not have a conflict of interest in the procurement in question as stated in this Bidding document.

- 2.1.5 A Bidder debarred/ blacklisted by any State Government / Central Government / PSU / Government Authority in India/ ASCL, shall not be eligible to participate in any procurement process.
- 2.1.6 The Bidder (and its sub-contractor where engaged) must have a valid Labour License/ EPF, ESI registration and must be registered under the Goods and Services Tax (GST). It is also required to provide proof of Permanent Account Number (PAN) given by Income Tax Department and also provide a copy of the EPF (if applicable) registration certificate from Provident Commissioner.
- 2.1.7 In addition to the requirements set forth in Causes 2.1.1 to 2.1.6 above, a Bidder in order to be eligible for qualification, is essentially required to meet the Minimum Eligibility Criteria set forth in Section III.
- 2.1.8 Where the Successful Bidder is engaging a sub-contractor to execute any part of the Work, the Successful Bidder within 7 (seven) days of issuance of LoA, shall demonstrate in writing to the ASCL that the proposed sub-contractor possesses adequate and appropriate prior experience for executing work of the nature as envisaged under the Project by submitting its credentials (work orders, copies of contracts and completion certificates). The ASCL shall evaluate the credentials of the proposed sub-contractor and only when it finds that the proposed sub-contractor possesses adequate experience and knowhow in terms of the Scope of Work and Technical Specifications, ASCL shall give approval in writing for engaging of such sub-contractor by the Bidder.

2.2. **Minimum Eligibility Criteria**

- 2.2.1. In order to be eligible for qualification, the Bidder shall fulfil the Minimum Eligibility Criteria as set forth in Section III.

B. **BID DOCUMENTS**

3. **Content of Bid Documents**

3.1. **In addition to Section I – “Invitation for Bid” (IFB), the Bid Documents includes:**

1. Section II – Instructions to Bidders (ITB)
 2. Section III – Qualification Criteria
 3. Section IV – Bidding Form
 4. Section V – Scope of Work (SOW) & Technical Specifications
 5. Section VI – General Conditions of Contract (GCC) including Particular Conditions and Contract Forms
 6. Financial Bid/ Price Bid format (*to be filled online*)
 7. Volume 2: Bill of Quantities
- 3.2. The Bidding Document shall be uploaded on the e-procurement portal, <http://eproc.punjab.gov.in> along with the Notice Inviting Bids. The prospective Bidders may download the bidding document from the portal. The price of the Bidding Document and processing fee of e-bid shall have to be paid to ASCL in the amount and manner as specified herein and e-procurement portal.
- 3.3. ASCL is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal.
- 3.4. The Bidder is expected to examine all instructions, forms, terms and specifications in the

Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.

4. Clarification of Bid Documents and Pre-Bid Conference

- 4.1. If any Bidder has any doubts on any issue of the Bid Documents or as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to ASCL and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact ASCL in writing or e-mail at ASCL's address mentioned below :

The Chief Executive Officer,
Amritsar Smart City Limited
SCO – 21, II Floor, District Shopping Centre,
Block – B, Ranjit Avenue,
Amritsar – 143001, Punjab.
Email: ceoasclasr@gmail.com

- 4.2. ASCL will respond in writing or e-mail to any request for clarification, within 7 (seven) days provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids. The clarification issued, including a description of the inquiry but without identifying its source shall be placed on the e Procurement Portal and should ASCL deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so through an addendum which shall form part of the Bidding Document.
- 4.3. The Bidder or his authorized representative is invited to attend the Pre-Bid Conference. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. If required, a conducted site visit may be arranged by ASCL.
- 4.4. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
- 4.5. The Bidder is advised to visit and inspect the site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid.
- 4.6. The Bidder is expected to examine carefully all instructions, conditions of contract, the Contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document prior to submission of its Bid; Bidder shall be solely responsible for his failure to do so.

5. Amendments to the Bid Documents

- 5.1. At any time prior to the deadline for submission of Bids, ASCL i.e. ASCL may, for any reason deemed fit, modify the Bid Documents by issuing an addendum which will form part of the Bidding Document.
- 5.2. Such an amendment will be uploaded on website: : <http://eproc.punjab.gov.in> only.
- 5.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, ASCL may, at its discretion, extend the deadline for the submission of the Bids, pursuant to Clause 13 [Deadline for Submission of Bids], under due publication on the e-procurement portal.

C. PREPARATION OF BIDS

6. Technical and Financial Bids

6.1. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and ASCL, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

6.2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and ASCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.3. One Bid per Bidder

No Bidder shall be entitled to submit more than one Bid. If he does so, all Bids wherein the Bidder has participated shall stand rejected.

6.4. Site Visit

It is advisable that the Bidder at his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of work and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract.

6.5. Documents Comprising the Bid

6.5.1. The Bid to be submitted on-line by the Bidder shall comprise of the following, in two separate parts:

A. Part I: Technical Part:

The Technical Part shall contain the following documents, the scanned copies whereof shall be uploaded on the portal:

- i. Proof of Bid Document Fee paid online
- ii. Proof of Tender Document Fee paid online
- iii. Proof of Bid Security paid online
- iv. Form Tech 1 – Bid Submission Form
- v. Form Tech 2 – Bidder’s Information
- vi. Form Tech 3 – Format for Power of Attorney
- vii. Form Tech 4 – Declaration for blacklisting/ debarring
- viii. Form Tech 5 – Declaration for accepting terms and conditions of Bid Document
- ix. Form Tech 6 –Past Experience of carrying similar work
- x. Form Tech 7 – Particulars of all works executed during last 7 years
- xi. Form Tech 8 – Current Contract Commitment/ Works in Progress
- xii. Form Tech 9 – Format for Evidence of Access to or availability of Overdraft/ Credit facilities
- xiii. Form Tech 10 - Declaration of Average Annual Turnover & Net Worth

- xiv. Form Tech 11 – Litigation Details
- xi Copies of GST registration certificate and Permanent Account Number (PAN) given by the Income Tax Department
- xii. Copies of EPF & ESI registration certificate from Provident Commissioner (if applicable)
- xiii. Copies of original documents defining the constitution or legal status, place of registration and principal place of business
- xiv. Copies of original work orders/ purchase orders along with recommendation letters from clients towards proof of similar work experience.

All the documents/ information enclosed with the Technical Bid should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his Bid Security, if any document/ information is found false/ fake/ untrue before acceptance of Bid. If it is found after acceptance of the Bid, the Employer may at his discretion forfeit his performance security/ guarantee, security deposit, etc. and take any other suitable action including the termination of the Contract without any liability to pay compensation, damages to the Contractor/ Implementing Agency.

B. Part II : Financial Part:

- The Financial Part/ Price Proposal shall be filled online on the portal as per the format uploaded therein and shall comprise of a combined single percentage above or at par or below for all items specified in the Price Schedule, both in figures and words.
- The overall percentage rate quoted by the bidder would apply for all items of work.
- All duties, taxes (including GST) and other levies, including future variations, payable by the Bidder under the contract, or for any other cause, shall be included in the rates and prices, and the total Bid Price submitted by the Bidder. Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the Contract.
- Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- The Authorized Representative of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- A Bidder, who does not fulfill any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
- Bid sent by e-mail/ fax etc. shall be ignored.

7. Currencies of Bid and Payment

- 7.1. The price shall be quoted by the Bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

8. Bid Validity Period

- 8.1. The Bid shall remain valid for acceptance for a period of 120 (one hundred and twenty) days after the date of Bid opening prescribed in the Bid Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

- 8.2. In exceptional cases, the Bidders may be requested by ASCL to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.
- 8.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for ASCL, the Bid validity shall automatically be extended up to the next working day.
- 8.4. ASCL may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of ASCL and the Bidders previously subject to the original deadline will then be subject to the new deadline.

9. Bid Security

- 9.1. The Bidder shall deposit along with its Bid, Bid Security for amount as shown in the IFB in Section I. The Bid Security shall be deposited online through the ASCL e-procurement payment portal.
- 9.2. The Bid Security shall be valid for a period of forty five (45) days beyond the validity period of the Bid.
- 9.3. Bids not accompanied with Bid Security shall not be accepted and shall be rejected by the ASCL as non- responsive.
- 9.4. In case of the Unsuccessful Bidders, the Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty five (45) days after conclusion of the resultant contract. The Successful Bidder's Bid Security will be returned without any interest, after receipt of Performance Security from that Bidder.
- 9.5. Bid Security of a Bidder may be forfeited –
 - (a) if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of ASCL; or
 - (b) In case of Successful Bidder, if the Bidder fails within the specified time limit to :
 - i) sign the Agreement; or
 - ii) furnish the required Performance Security.

10. Format and Signing of Bids

- 10.1. The Bidder shall submit the Bid online comprising of documents as specified in Clause 6.5.1. The Bid shall either be typed or written in indelible blue ink and the same shall be signed by the Authorized Representative of the Bidder who has been duly authorized to bind the Bidder to the Bid through a valid Power of Attorney as per the format prescribed herein.
- 10.2. All pages of the Bid should be page numbered, bear the signature of the Authorized Representative with stamp of the Bidder and indexed. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same.

11. Documents Establishing Bidder's Eligibility and Qualifications

- 11.1. Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

D. SUBMISSION OF BIDS

12. Submission Sealing and Marking of Bids

The Bidder shall place two separate digitally signed files marked “Technical Bid (Cover-I)” and “Financial Bid (Cover-II)”.

The contents of Technical and Financial Bids will be as specified in Clause 6.5. All documents are to be signed digitally by the Bidders.

The Bidders must ensure that they upload their Bids not later than the closing time and date specified for submission of Bids.

13. Deadline for Submission of Bids

- 13.1. Complete Bids (including Technical and Financial) shall be received by ASCL online not later than the date and time indicated in the BDS.
- 13.2. ASCL may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of ASCL and the Bidders previously subject to the original deadline will then be subject to the new deadline.

14. Late Bid

- 14.1. The electronic bidding system would not allow any late submission of Bids after due date and time as per server time. The Bidders are advised to upload their respective Bids well in advance so as to avoid last minute rush and jam.

E. OPENING OF BID

15. Bid Opening

- 15.1. ASCL shall open the Bids online and the same shall be evaluated by Tender Evaluation Committee (TEC) as nominated by ASCL for the said purpose. Total transparency shall be observed and ensured while opening the Bids therefore the Bids shall be opened in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in ITB Clause 1.3. In the event of the specified date of Bid opening being declared a holiday for ASCL, the Bids will be opened at the appointed time and location on the next working day. ASCL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- 15.2. Bid opening shall be conducted in 2 (Two) stages i.e. stage 1- Technical Bid; and Stage 2- Financial Bid.
- 15.3. During Bid opening, prior to the detailed evaluation of Bids, ASCL will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, ASCL may waive the same. If a Bid is not substantially responsive, it will be rejected by ASCL.
- 15.4. The Financial Proposals of only those Bidders will be opened who are qualified in Technical Evaluation.

F. EVALUATION OF BIDS

16. Evaluation of Technical Bid

- 16.1. The Part-I containing Technical Part shall be opened first.
 - (i) The Bids will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part-I of the Bid.
 - (ii) The Bidder will be asked in writing (usually within 10 (ten) days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary with respect to any rectifiable defects.
 - (iii) The Bidders will respond in not more than 7 (seven) days of issue of the clarification letter.
 - (iv) On receipt of these clarifications, the Tender Evaluation Committee (TEC)/ Procurement Entity will proceed to evaluate the Technical Bids.
 - (v) During the detailed evaluation of Technical Bids, the TEC will determine whether each Technical Bid (a) meets the Minimum Eligibility Criteria as prescribed in Section III of this Bid Document; (b) contains all the information and documents as specified in the Bid Document and such documents have been properly signed (including digital signature) and stamped by the Bidder before submission; (c) is accompanied by Power of Attorney as per the format prescribed herein in favor of the Authorized Representative of the Bidder; (d) is accompanied by the required Document Fee, Tender Processing Fee and Bid Security in the amount, mode and manner as specified in this Bid Document; and (d) is substantially and unconditionally responsive to all the requirements of the Bid Documents. Bids of the Bidders, who do not meet the aforesaid requirements will be treated as non – eligible and will not be considered further.
 - (vi) Bidders who meet the requirements set forth in sub-clause (v) above shall be declared as technically qualified Bidders who will become eligible for opening of their Financial Bid in the next round. The TEC/ ASCL shall prepare and finalize the list of such technically qualified Bidders.
 - (vii) Evaluation of the Technical Bids with respect to qualification information and other information furnished in Part-I of the Bid in pursuance to Clause 6.5, shall be taken up and completed within 21 (twenty one) working days of the date of Bid opening, and a list will be drawn up of the responsive bids whose Financial Bids are eligible for consideration.
 - (viii) ASCL shall inform, by e-mail, the Bidders, whose Technical Bids are found responsive i.e. Technically Qualified Bidders, date, time and place of online opening of Part-II i.e. Financial Bid. In the event of the specified date being declared a holiday for ASCL, the Bids will be opened at the appointed time and location on the next working day. The Bidders or their representative may attend the opening of Financial Bids.
- 16.2. **Opening & evaluation of Financial Bids :** The Financial Bid of all the Technically Qualified Bidders shall be opened and downloaded. At the time of opening of “Financial Bid”, the names of the Bidders who were found responsive will be announced and the Bids of only these Bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each Bid, and such other details as ASCL may consider appropriate, will be announced by ASCL at the time of opening.
- 16.3. The Bidder whose Financial Bid is found responsive and has quoted the least rate, shall be declared as the Successful Bidder.

17. Process to be confidential

- 17.1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation for the award of the contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Procurement Entity/ TEC processing the Bids, or ward decisions may result in the rejection of Bids.

18. CLARIFICATION OF FINANCIAL BIDS

- 18.1. To assist in the examination, evaluation and comparison of Bids, ASCL may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by e-mail.
- 18.2. Any effort by the Bidder to influence the Procurement Entity in the TEC's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

19. UNBALANCED BIDS

- 19.1. If the Bid of the Successful Bidder is seriously unbalanced by more than or less than 25% in relation to the Procurement Entity's estimate of the cost of work to be performed under the contract, the Procurement Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Procurement Entity may require that the amount of the performance security set forth in Clause 30 be increased at the expense of the successful Bidder to a level sufficient to protect the Procurement Entity against financial loss in the event of default of the successful Bidder under the Contract.

G. AWARD OF CONTRACT

20. AWARD CRITERIA

Subject to requirements as mentioned in this Bid Document, the competent authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid Documents and who has quoted the lowest rate for executing the Project in comparison to other Bidders.

21. ASCL's Right to accept any Bid and to reject any or all Bids

ASCL reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

22. Notification of Award

- 22.1. Before expiry of the Bid validity period, ASCL will notify the Successful Bidder(s) in writing by e-mail/ courier notify the Successful Bidder that its Bid for works, which have been selected by ASCL, also briefly indicating therein the essential details like description, quantity of the works, and completion period, corresponding prices accepted.
- 22.2. After the notification of award, Authority will issue Letter of Acceptance (LOA) in duplicate as per the format provided in Section VIC (Contract Forms). Accordingly, a contract shall be signed between Successful Bidder and ASCL. As an acceptance of the LOA, the Bidder shall sign and return back a duplicate copy of the LOA to ASCL within 7 (seven) days of receipt of LoA. In the event, the Successful Bidder fails to give acceptance of the LoA within the aforesaid time period then unless the time period is extended by the

ASCL, the LoA issued shall be cancelled and the Bid Security of the Successful Bidder forfeited.

- 22.3. The Successful Bidder must furnish to ASCL, the required Performance Security within twenty one (21) days from receipt of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in GCC under Section VIA & VIB.
- 22.4. The Notification of Award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with ITB Clause 23.
- 22.5. The Contract as per the format will incorporate all relevant correspondence between ASCL and the Successful Bidder. It will be signed within twenty eight (28) days following the Notification of Award along with the Letter of Acceptance.
- 22.6. Upon the furnishing by the successful Bidder of the Performance Security, ASCL will promptly notify the other Bidders that their Bids have been unsuccessful.

23. Performance Security

- 23.1. Within 21 (twenty-one) days of receipt of the Letter of Acceptance, the Successful Bidder shall deliver to ASCL a Performance Security [to cover the amount of liquidated damages and/ or the compensation of the breach of contract] for an amount equivalent to 5% (five percent) of the Contract Price plus additional security for unbalanced Bids in form of unconditional and irrevocable Bank Guarantee.
- 23.2. The Performance Security Bank Guarantee shall be issued in form of a Bank Guarantee issued by a Scheduled Commercial bank in India and acceptable to the ASCL and the same shall be valid for 60 (sixty) days from the date of expiry of the Operation and Maintenance Period.
- 23.3. Failure of the successful Bidder to comply with the requirements of ITB Sub-clause 23.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

24. Non-receipt of Performance Security and Contract by ASCL

- 24.1. Failure of the Successful Bidder in providing Performance Security and / or returning copy of the Contract duly signed in terms of ITB Clauses 22 and 23 above shall make the Bidder liable for forfeiture of its Bid Security and, also, for further actions by ASCL against it as per the Clause 57/ 58 of GCC – Termination of default in Section VIA and also other administrative actions as per merits of the case.

25. Corrupt or Fraudulent Practices

- 25.1. The ASCL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing 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 ASCL. For the purpose of this Clause -

“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 ASCL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish contract prices at artificial non-competitive levels and to deprive the ASCL of the benefits of free and open competition.

- 25.2. ASCL may at its sole discretion and at any time during the processing of tender, disqualify

any Bidder from the tendering process if the Bidder has:

- a. Submitted the tender after the prescribed date and time of submission of Bids;
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.;
- d. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or non-responsiveness;
- e. Failed to provide clarifications related thereto, when sought;
- f. If the technical offer contains any price information;
- g. Stipulated conditions in Bid;
- h. Has been found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

SECTION III – MINIMUM ELIGIBILITY CRITERIA/ QUALIFICATION CRITERIA

S.No.	Criterion	Documentary Evidence Required
1.	Bidder should be a natural person/ sole proprietorship/ Company/ Partnership firm/ LLP registered in India from the last 7 (seven) years as on the Bid submission Date.	Enclose copy of Certificate of Incorporation/ Registration issued by relevant authority in India. Copy of PAN Card.
3.	The Bidder must have a valid Labour License/ EPF, ESI registration.	Copies of license/ registration enclosed with Bid.
4.	The Bidder should have a valid GST number or should have registered under GST.	Enclose copy of GST Registration certificate
5.	<p>Bidder must have in the last 7 (seven) years preceding the last date of submission of Bids should have completed :</p> <p style="margin-left: 40px;">One single similar work costing not less than Rs.587.68 lakh.</p> <p style="text-align: center;">OR</p> <p style="margin-left: 40px;">Two similar works costing not less than Rs.367.3 lakh each.</p> <p style="text-align: center;">OR</p> <p style="margin-left: 40px;">Three similar works costing not less than Rs.293.84 lakh each.</p> <p>The term "Similar Works" means : Development OR Beautification OR Redevelopment of Parks/ Gardens in urban areas</p>	<p>1. Details to be provided as per Form Tech 6.</p> <p>2. The requisite work order and completion/ performance certificate received from the client shall be furnished with Bid.</p>
6.	<p>Bidder must have:</p> <ul style="list-style-type: none"> i. Positive Net Worth in the Financial Year preceding Bid Submission Date ii. Achieved Average Annual turnover (from civil engineering works only) during last 3 financial years (i.e. FY 2016-17, 2017-18 & 2018-19) immediately preceding the current Financial Year of atleast Rs.293.84 Lakh (Rupees Two Hundred Ninety Three Lakh and Eighty Four Thousand) iii. Access to line(s) of credit and availability of other financial resources facilities for not less than Rs.73.46 Lakhs, certified by the Bankers (Not more than 3 months old) 	<p>Details to be provided as per Format of the Bidding Document;</p> <p>Copies of balance sheets and statement(s) featuring turnover during the aforesaid periods should be submitted duly signed by the Bidder and the Chartered Accountant concerned, as applicable.</p> <p>Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc. shall also be enclosed.</p> <p>Undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during implementation of work.</p>
7.	<i>The Bidder should not have been debarred / blacklisted by any State Government / Central Government / PSU/ ASCL/ Government authority in India for any reason and the same subsists as on Bid Submission Date.</i>	Enclose blacklisting/ debarring declaration (Refer Form Tech 3).
8.	<p>Bid Capacity</p> <p>The bid capacity of the bidder shall not be</p>	The bidder shall submit calculation sheet wherein Bid capacity has been calculated

<p>less than estimated cost of the Project.</p> <p>The formula for calculating Bid capacity is:</p> <p>(2xAxN)-B</p> <p>A= Maximum value of Works executed in any one financial year during the last 7 (seven) years (updated to the price level of the financial year in which Bids are received at a rate per year as indicated in Appendix) taking into account the completed as well as works in progress.</p> <p>N= Number of years prescribed for completion of the works for which bids are invited (e.g. 9 months =9/12 year).</p> <p>B= value (updated to the price level of the year indicated in Appendix) of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the next one year (period of completion of the works for which bids are invited).</p> <p>Note: <i>The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.</i></p>	<p>as per the formula provided and the same shall also be certified by the CA. The calculation sheet shall be supported by supporting documents i.e. work orders, completion certificates, CA certificate, etc.</p>
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Note: Bidders who meet all the requirements set forth above and provide the qualification documents as specified, shall be considered further in the Bidding Process.

SECTION IV – BIDDING FORMS FOR QUALIFICATION INFORMATION

Scanned copies of Bidding Forms or Qualification document towards meeting the Minimum Eligibility Criteria as detailed below, complete in all respects, should be submitted on-line as per the stipulations of Clause 6 of ITB :

1. Form Tech 1 – Bid Submission Form
2. Form Tech 2 – Bidder's Information
3. Form Tech 3 – Format for Power of Attorney
4. Form Tech 4 – Declaration for blacklisting/ debarring
5. Form Tech 5 – Declaration for accepting terms and conditions of Bid Document
6. Form Tech 6 – Past Experience of carrying similar work
7. Form Tech 7 – Particulars of all works executed during last 7 years
8. Form Tech 8 – Current Contract Commitment/ Works in Progress
9. Form Tech 9 – Format for Evidence of Access to or Availability of Overdraft/ Credit facilities
10. Form Tech 10 – Declaration of Average Annual Turnover & Net Worth
11. Form Tech 11 – Litigation Details

Notes :

1. If necessary, additional sheets can be added to the schedules. Such attachments should be clearly marked as follows:
"Attachment 1 to Form (1), Attachment 2 to Form (2)" etc.
2. While submitting the Qualification Information duly filled in, Bidder shall enclose latest copies of brochures of their firms and technical documentation if any giving additional information and proper reference to the brochures.
3. Each page of Qualification Information shall be duly signed by the Authorized Representative of the Bidder.
4. The enclosed Forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as "not applicable".
5. Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupees only except for Works carried out abroad for which figures may be furnished in United States Dollars (USD).
6. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the Bid. In such a case a certified copy of the power of attorney should accompany the Bid. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the Bid.
7. If the bid is made by a limited company or a corporation, it shall be signed by a duly authorized person holding the proper/legal and valid authorization for signing the application, in which case a certified copy of the proper/legal and valid authorization should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence like copy of Certificate of Incorporation before the contract is awarded.
8. The information furnished must be sufficient for the satisfaction of the ASCL to show that the Bidder is capable in all respects to successfully complete the envisaged work.
9. Bidding Forms to be supported with scanned copies of all the documents as mentioned in Clause 6.5.1 which are required to be annexed as part of Technical Bid.

Form Tech 1: BID SUBMISSION FORM

To,

Date:

Chief Executive Officer,
Amritsar Smart City Limited,
Amritsar.

Subject : Bid for : “Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period”

Ref: Your Bid Document No. 07/ASCL/2019-20 dated 28.06.2019

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.

.....

(b) We offer to execute in conformity with the Bidding Document the following Works:

“Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period”

(c) I/We offer to execute the works described above and remedy any defects therein during the Defects Liability Period and Operation and Maintenance Period of 4 years in conformity with the Conditions of Contract, Scope of Work, Technical Specifications, drawings, Bill of Quantities and Addenda for the sum (s) as quoted by me/ us in our Financial Bid.

(d) Our Bid shall be valid for a period of **120 (one twenty)** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% (five percent) percent of the Contract Price for the due performance of the Contract;

(f) We, including the subcontractor or suppliers for any part of the Contract, are/ shall be from India;

(g) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

(h) Our firm/ company/ partner/ director has not been blacklisted/ debarred by State Government / Central Government / PSU/ ASCL/ Government authority in India;

(i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

(j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(k) We agree to permit Government of Punjab or ASCL or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ASCL;

- (l) We have not paid, or will pay any commissions or gratuities with respect to the bidding process and for execution of the Contract, if awarded;
- (i) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in this Bidding Document during this procurement process and execution of the Works as per the Contract;
- (j) Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.

Name/ address of the Authorized Representative of the Bidder : _____

Designation : _____

Signed _____

Duly authorised to sign the Bid for and on behalf of: _____

Stamp of the Bidder

Date: _____

Tel: _____ Fax: _____

E-mail: _____

Form Tech 2: BIDDER'S INFORMATION

1	Name of the Bidder	
2	The Bidder is : a Proprietary firm a firm in Partnership a Limited Company or Corporation	
3	Year of registration/ establishment	
4	Address of registered office	
5	Address of place of business	
6	Telephone No./ Fax No.	
7	Email Address	
8	Contact Person with Designation, Contact number & Email Id.	
9	Number of years of proven experience of providing similar services	
10	PAN No.	
11	GST Registration No.	
12	EPF/ ESI Registration details	

Yours faithfully

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Form Tech 3:
POWER OF ATTORNEY (PoA) FOR AUTHORIZED REPRESENTATIVE

I/ We, M/s..... authorize the following Representative to sign and submit the Bid, negotiate terms and conditions for the contract, to sign the contract, to deal with the Amritsar Smart City Limited, to issue and receive correspondence related to all matters of the tender pertaining to “**Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period**”. We / M/s (THE “**Bidder**”) undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm's

Sl. no.	Name of the All Partner	Signature of Partner with Seal
Date		
Name and Designation of the person Authorized		
Attested Signature with date of the Authorized Representative		

For Company

Name and Designation of the person Authorized	
Name of the Company	
Address	
Telephone No. & Fax No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures <i>(Proof of the authority of the attesting person to be attached with the PoA)</i>	
Company Seal	

Form Tech 4:
DECLARATION FOR BLACKLISTING/ DEBARING

To,

Date:

The Chief Executive Officer,
Amritsar Smart City Limited,
Amritsar.

Subject: Bid Document No. 07/ASCL/2019-20 dated: 28.06.2019 for “Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period”

Sir/ Madam,

I/ We have carefully gone through the Terms & Conditions mentioned in the referred Bid Document. I/ We hereby declare that my company / firm/ partner/ director/ owner is not currently debarred/ blacklisted by any State Government / Central Government / PSU / Government Authority in India/ ASCL as on the Bid Submission Date.

Or

I declare the following

S. No.	Blacklisted / debarred by State Government / Central Government / PSU	Reason	Date on which blacklisting/ debarment notification was issued

(NOTE: In case the company/ firm/ partner/ director/ owner was blacklisted previously, please provide the details regarding the Period for which the company/ firm/ partner/ director/ owner was blacklisted/ debarred and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Form Tech 5: DECLARATION FOR ACCEPTING TERMS AND CONDITIONS OF BID DOCUMENT

To,

Date:

The Chief Executive Officer,
Amritsar Smart City Limited,
Amritsar.

Subject: Bid Document No. 07/ASCL/2019-20 dated: 28.06.2019 for “Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period”

Sir/ Madam,

I have carefully gone through the Terms & Conditions mentioned in the above referred Bid Document. I declare that all the provisions of this Bid Document are acceptable to my company/ firm who has submitted its Bid as the Bidder for this Project. I further certify that I am an Authorized Representative of my company/ firm i.e. the Bidder and am therefore, competent to make this declaration. I further undertake on behalf of my company/ firm that we shall abide by the Bid including the Financial Bid submitted by my company/ firm.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Form Tech 6: PAST EXPERIENCE OF CARRYING SIMILAR WORK

To,

Date:

The Chief Executive Officer,
Amritsar Smart City Limited,
Amritsar.

Subject: Bid Document No. 07/ASCL/2019-20 dated: 28.06.2019 for “Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period”

Sir/ Madam,

Brief particulars of similar works in last 7 (seven) years preceding Bid Submission date. The copies of work order and completion/ performance certificate of the cited experience is also enclosed with the form.

Sr. No.	Items	Description
1.	Name of Government Department/ Private Institution/ Agency/ Organization or PSUs (the Client)	
2.	Address of the Client	
3.	Work Order Date	
4.	Amount	
6.	Other Activities performed	
7.	Details of Client Contact person for reference check	Name : Address : Phone No./ Mobile No. : Email Id :
8.	Start Date (Month/ Year)	
9.	Completion Date (Month/ Year)	
10.	Period of Operation	
11	Performance Certificate Date	

Note : Self attested copies of original work orders/ and completion/ performance certificates along with recommendation letters from clients towards proof of past similar work experience to be enclosed.

Yours faithfully,

(Signature of the Bidder/ Authorized Representative)

Name:

Designation:

Seal/ Stamp:

Date:

Business Address:

Form Tech 7: PARTICULARS OF ALL WORKS EXECUTED DURING LAST 7 YEARS

Sr. No.	Detail of work	Amount (Rs.)

Authorized Signature of Bidder with date and Office seal

Form Tech 8: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

Bidder should provide information on their current commitments on all 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 is yet to be issued.

Sr. No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current INR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR month)]
1					
2					
3					
4					
5					

Signature of Bidder with date and Office seal

**Form Tech 9: FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
OVERDRAFT/ CREDIT FACILITIES**

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the Project/ Work(s), namely “.....” is awarded to the above firm, we shall be able to provide overdraft/ credit facilities to the extent of INR..... to meet their working capital requirements for executing the above Contract.

Name of the Bank:.....

Senior Bank Manager:.....

Address of the Bank:.....

.....

.....

Phone & Fax No.:.....

Form Tech 10: DECLARATION OF ANNUAL TURNOVER AND NET WORTH

To,

Date:

The Chief Executive Officer,
Amritsar Smart City Limited,
Amritsar.

Subject: Bid Document No. 07/ASCL/2019-20 dated: 28.06.2019 for “Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period”

Sir/ Madam,

I hereby declare that, our firm's Average Annual Turnover and Net Worth is as follows. The Statutory Auditor's certificate is attached for your reference.

FINANCIAL YEAR	ANNUAL TURNOVER (IN INR)
F. Y. [2016-17]	
F. Y. [2017-18]	
F. Y. [2018-19]	

RELEVANT FINANCIAL YEAR	NETWORTH
FY 2018-19	

Note:

1. Net Worth should be in positive
2. In case of turnovers in foreign currency, the figures are to be given in relevant currency and figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on 01.04.2019.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Form Tech 11: Litigation Details - Court Cases/arbitration

Name of Bidder							
Year	Name of the Work	Name & Address of the Employer	Title of the Court/ Arbitration case	Name of Court/ Arbitrator	Status (Pending/ Decided)	Disputed Amount (Current Value)	Actual Awarded Amount in decided Court cases/ Arbitration

Authorized Signature of Bidder with
date and Office seal

Letter of Financial Bid

To

The Chief Executive Officer
Amritsar Smart City Limited
Amritsar

Project: Bid Document No. 07/ASCL/2019-20 dated: 28.06.2019 for “Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period”

Subject: Letter of Bid – Financial Part

1. I/ We hereby bid for the execution of the above work within the time specified at the rate (in figures) _____(in words) _____ percent below/ above or at par based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. This percentage shall be applied to all the item rates mentioned in the Bill of Quantities.
2. I/We undertake if our Bid is accepted to commence the works immediately on the signing of the Contract, and to complete the whole of the works comprised of the works comprised in the contract within the time stated in the document.
3. I/We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2019

Signature _____ in the capacity of _____
duly authorized to sign bids for and on behalf of _____
(in block capitals or typed)

Address _____

Note:

- i. Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the

- bidder is not ready to accept such valid and correct rate and declines to furnish performance -security and sign the agreement his earnest money deposit shall be forfeited.
- iii. In case the percentage “above” or “below” or “at par” is not given by a bidder, his bid shall be treated as non-responsive.
 - iv. All duties, taxes (including GST), and other levies payable by the bidder shall be included in the percentage quoted by the bidder.

FINANCIAL BID/ PRICE SCHEDULE

(TO BE FILLED ONLINE ONLY; THIS IS ONLY A TEMPLATE)

SL. NO	Particulars of work	Qty	Rate	Amount (Rs.)	Bidders Quoted Percentage (above/below/at par)
1	Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period	1		7,34,59,517/-	
	Total (Round off)				

Total Amount = Rs.....

Total Amount = (in words)

Note:

1. If there is a discrepancy between the unit price and total price, the unit PRICE shall prevail.
2. This format is to be filled online only. Any hard copy submission of the Financial Bid shall lead to rejection of the Bid.

Signature of Authorized Representative _____

Name & Designation _____

Name of Bidder : _____

Business Address _____

Date: _____

Seal of the Bidder_____

SECTION V: SCOPE OF WORK & GENERAL SPECIFICATIONS

5.1 DESIGN AND DEVELOPMENT

5.1.1 Observations and Way Forward

There is an immense potential and opportunity to develop these abandoned and underutilized spaces for development (Figure 1). Considering the adjoined land use and activities which is service oriented – commercial and workshop, warehouses; intervention in the form of the dense ornamental plantations will add on to the quality of space. Also, this green cover will act as a buffer to reduce air pollution and temperature. Illuminating this entire stretch at night with varied and distinctive lighting will positively transform this space and contribute to the image of the city.



Figure 1: Drawing competition organized below King's Circle Flyover, Mumbai (Source: Google)

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5.1.2 Proposed Design and Concept

The proposal intends preliminary intervention which would immediately transform the space into vibrant, active and positive place. The proposal is an upgrade to existing activities along the stretch by inclusion of landscape elements like sculptures, rockeries , planting in different forms and lighting. Since, there is a dedicated planting zone exists below the flyover, further addition of landscaping elements in the form of ornamental trees, shrubs and hedges will impve the quality of the space as well the aesthetics. The illuminations at night will light the flyover throughout with variations at junctions & intersections. The graffiti work at various elements will add colour to the space. The stretch that was once dark and unsafe passing through the centre of the city will be hereby transformed into green, active and vibrantspace.



Figure 2: Graffiti work on Pillars below flyover in London



Figure 3: Sculpture below Lajpat Nagar, Delhi flyover (left)



bottom) and Planting with rockeries below Peeragarhi underpass (right bottom) (Source: Google)

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5.1.3 Detail Design and Concepts

Undeveloped spaces below elevated highways or flyovers have the potential to be transformed into major corridors, gathering areas or recreation spaces that integrate the elevated bridges or flyovers and their surrounding environment. Developing these spaces into urban public spaces will make people get engaged and enhance the public realm.

5.1.4 Spaces below Elevated loop on GT Road

The entire stretch of around 3.5 km of Elevated loop on GT road is conveniently divided into various zones from Zone 1- Zone 10 and Taranwala Pul Flyover is named as Zone 11 as per existing junctions and median divisions. (Please refer site plan drawing no. ASCL/2018/LSCP/OS/100 for zone division). Design intervention has a unique approach considering the utilisation of spaces, context and existing vegetation.

5.1.4.1 Zone 1

Existing Conditions:

The stretch under the lift section is around 300 mts and is neatly paved with the provision of railing on both the sides. This portion is currently used as free parking space – four wheelers and two wheelers. Since there is no defined marking in this stretch, the vehicles are parked in a haphazard manner and unorganized way. However, there is railing on both the sides and defined access and entry points. But the railing is not very strong and easily removed by vagabonds. At present, there is no encroachment in this stretch, however if not intervened at the earliest, then this potential space will be encroached by hawkers, vendors and vagabonds. The portion remains unsafe and dark at night hereby promoting suspicious and illegal activities.

Proposal:

The proposal is now an organized parking space with defined parking bays separate for four wheelers (34 nos.) and two wheelers (137 nos.). The parking is defined by landscaping and plantation along the intervals rather than typical painted markings (Figure 6). A parking which is otherwise typical, monotonous and grey is now a beautified space. New railing with stronger sections is proposed. Plantations in the form of Hedges – Ficus longisland, Putranjiva roxburghii, Shrubs – Murraya exotica, Canna indica, Lily amaryllis, Furcraea, and Ground cover – Setcreasea purpurea are proposed as a part of landscape. (Please refer drawing no. ASCL/2018/LSCP/OS/101B for detail proposal.)

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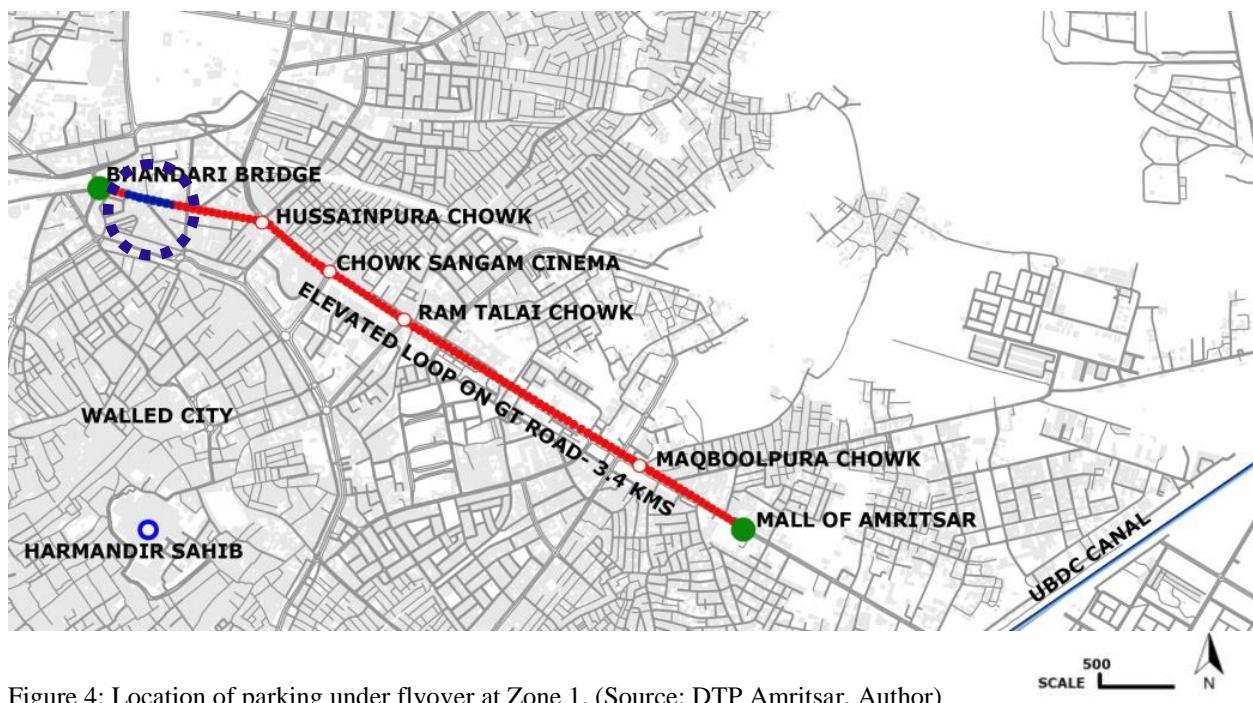


Figure 4: Location of parking under flyover at Zone 1. (Source: DTP Amritsar, Author)



Figure 5: Existing parking area at lift section below flyover. (Source: Author)

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Figure 6: Proposed parking space at Zone 1 and Zone 10 below Elevated loop on GT road.

5.1.4.2 Zone 2 to Zone 9

Existing Conditions:

The deck slab of flyover is around 2.8 kms in length and has approximate height of around 6.0mts. The width of this stretch varies from 4-6 m throughout. This portion is recently developed for plantation by Municipal Corporation with dedicated planting zone and with provision of railing on both the sides to prevent encroachment and exploitation / misuse of the space. However, the plantation within this zone is sparse, non-maintained and hence aesthetically unpleasant. As per discussion with PWD officials and further site investigation it was realised that depth of sweet earth is only 300-450 mm which is not suitable for plantation to survive in this area. Since this portion is protected from encroachment, however some of the portion is used for dumping garbage and debris.

Proposal:

The proposal intends to beautify this stretch of 2.8 kms with dense ornamental plantations and other landscaping elements. There are four intersections/junctions along this stretch and hence the design and type of plantations vary after every junction/intersection . This variation is in the form of colour, texture, pattern, height, foliage, spread, etc. and will hereby break the monotony and uniformity for the

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passer by. Planter wall with exposed brickwork and railing on top of it is proposed along the whole stretch to increase the depth of soil which will help plantation to survive.

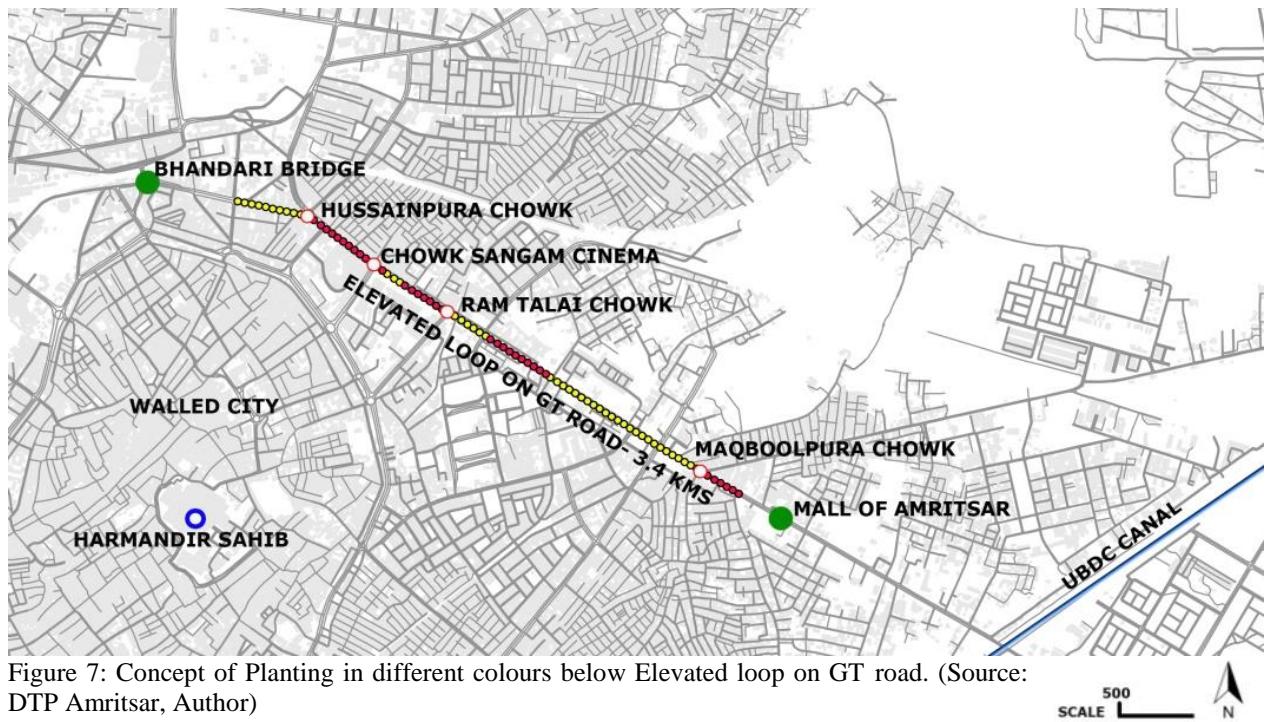


Figure 7: Concept of Planting in different colours below Elevated loop on GT road. (Source: DTP Amritsar, Author)

The type of plantations used is in the form of Shrubs - Plumbago capensis, Ixora coccinea pink, Lantana camara, Murraya exotica, Trees – Ficus Benjamina. These plantations are ideal for streetscaping, require less maintenance and drought tolerant (requires less water). There is a hierarchy followed in the pattern w.r.t to height and type of plantations – hedges at the lowest along the edge of the road followed by shrubs followed by trees at intervals. The pattern is repetitive throughout the stretch with a variation in colour and texture. (Please refer drawing no. ASCL/2018/LSCP/OS/102 - 109 for detail proposal.)

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Figure 8: Existing planting at spaces below Elevated loop on GT road. (Source: Author)



Figure 9: Proposed planting under spaces below Elevated loop at Zone 2,4,6,8 on GT road.

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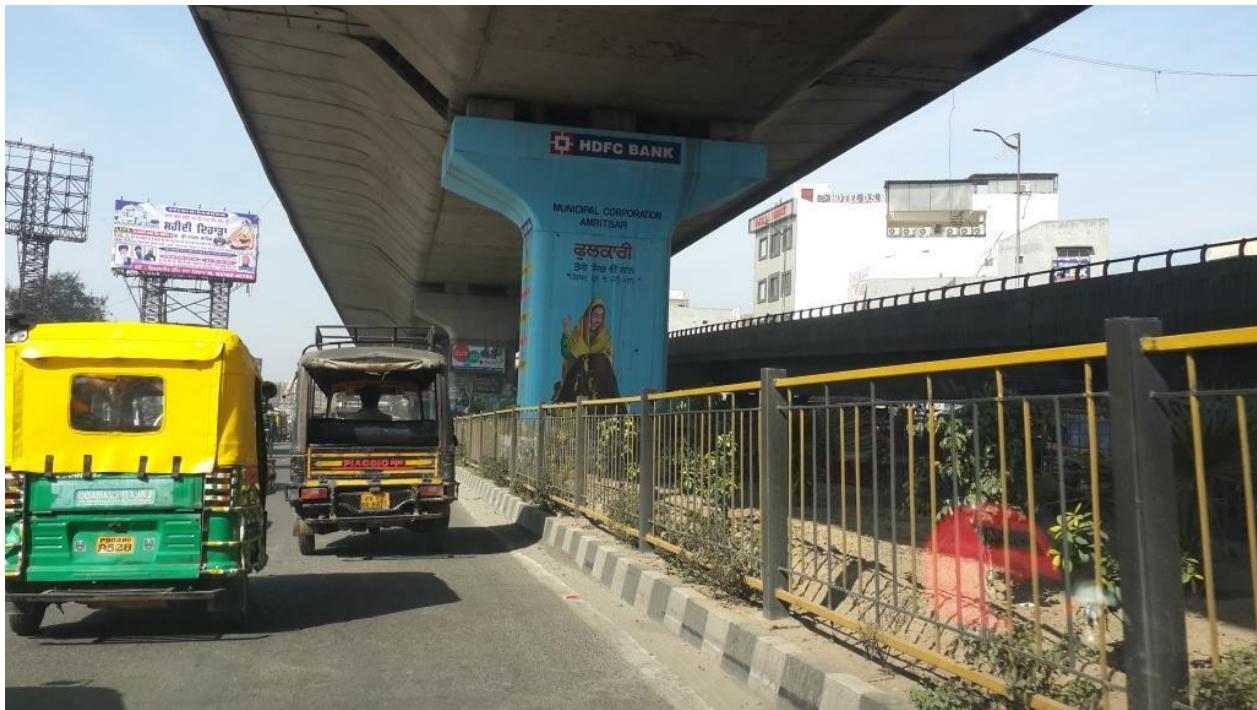


Figure 10: Existing planting at spaces below Elevated loop on GT road. (Source: Author)



Figure 11: Proposed planting under spaces below Elevated loop at Zone 3,5,7,9 on GT road.

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5.1.4.3 Zone 10

Existing Conditions:

The fall of the flyover slopes down before Mall of Amritsar, G T Road and is around 125 mts and has railing on both the sides. This portion is currently used for free parking – four wheelers and two wheelers. Since there is no defined marking in this stretch, the vehicles are parked in a haphazard manner. However, there is a railing on both the sides and defined access and entry points. The existing railing is not very strong and can be easily removed by vagabonds. At present, there is no encroachment in this stretch in any form, however if not intervened at the earliest, then this potential space will be encroached by hawkers, vendors, vagabonds and beggars. The portion remains unsafe and dark at night hereby promoting suspicious and illegal activities.

Proposal:

The proposal is now an organized parking space with defined parking bays separate for four wheelers (56 nos.) and two wheelers (28 nos.). The parking is defined by landscaping and plantation along the intervals rather than typical painted markings. A parking which is otherwise typical, monotonous and grey is now a beautified space. A new railing with stronger section is proposed along the whole stretch. The plantations are in the form of Hedges – Putranjiva roxburghii, Shrubs – Plumbago capensis, Ixora coccinea pink, Furcraea, Murraya exotica, Lily amaryllis, and Ground cover Setcreasea purpurea are proposed as a part of landscape. (Please refer drawing no. ASCL/2018/LSCP/OS/110A - 110B for detail proposal.)

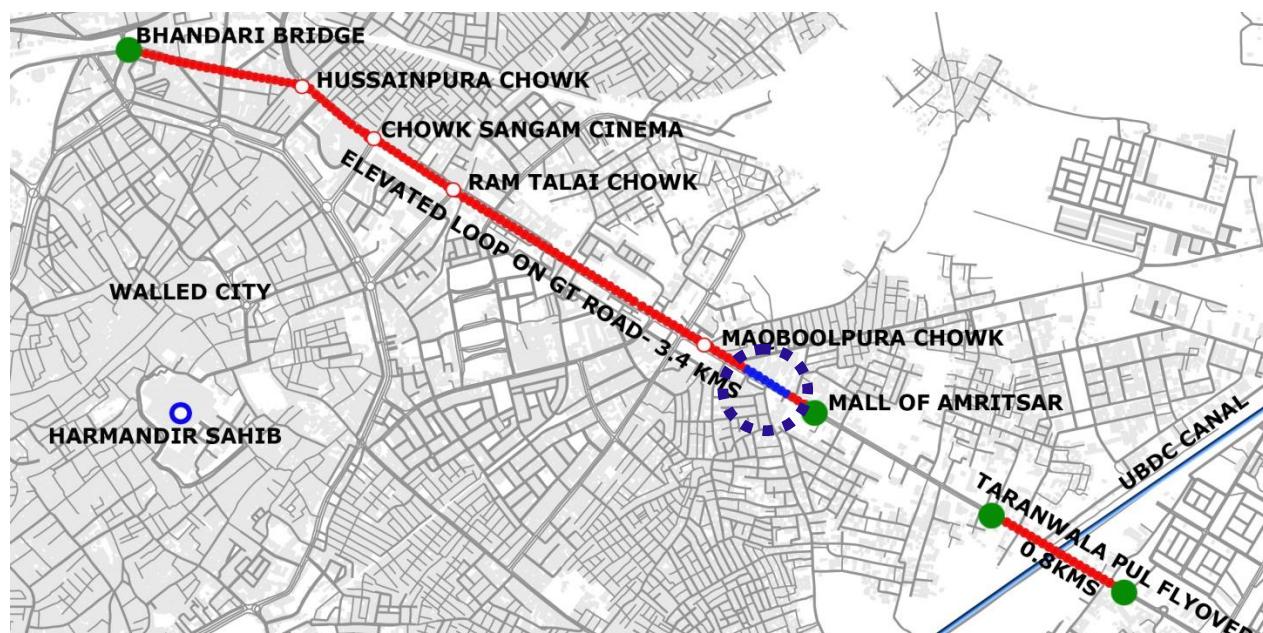


Figure 12: Location of parking under flyover in Zone 10 at Elevated loop on GT road. (Source: DTP Amritsar, Author)

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5.1.5 Spaces below Taranwala Pul flyover

5.1.5.1 Zone 11

Existing Conditions:

The deck slab of flyover is only 180 mts and has approximate height of around 6.0mts. This portion is recently developed with interlocking pavers near junction area, but broken at many locations. This space is occupied by hawkers and vendors for most of the time during day At central portion which is 55m long, there exists a plantation with few trees planted sparsely.

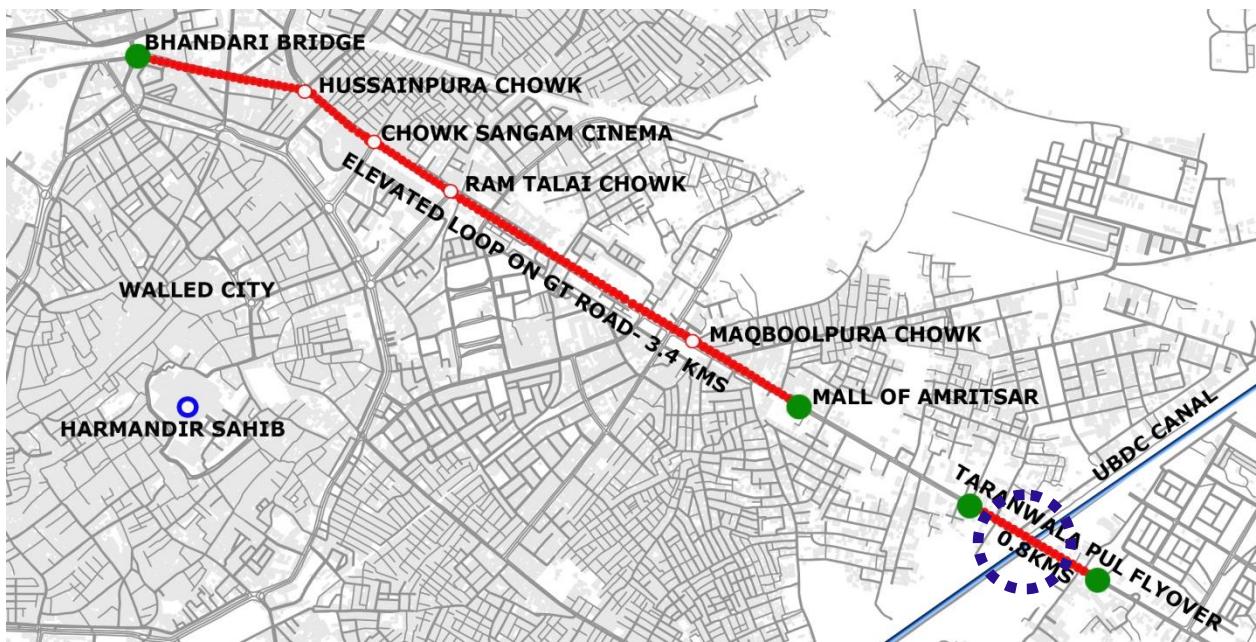


Figure 13: Zone 11 of Taranwala flyover on GT road. (Source: DTP Amritsar, Author)

Proposal:

The design proposal intends to beautify this stretch of 180 m in length with ornamental plantations and other landscaping elements. Spaces are segregated from planting area with low height walls with railing on top of it for public usage area . These walls could also be used for seating. Plantations in the form of **Hedges** – Golden duranta, **Shrubs** – Ixora coccinea yellow, Murraya exotica and **Trees** – Plumeria alba, Ficus benjamina are proposed as a part of landscape. (Please refer drawing no. ASCL/2018/LSCP/OS/111-112 for detail proposal.)

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Figure 14: Vehicles crossing at spaces below Taranwala Pul Flyover on GT road. (Source: Author)



Figure 15: Proposed landscaping under spaces below Taranwala Pul Flyover on GT road.

5.1.6 Spaces below Kichlu flyover on Court Road

The stretch of Kichlu flyover is divided into three zones from Zone 1 to Zone 3. (Please refer site plan drawing no. **ASCL/2018/LSCP/OS/200** for zone division). The overall proposal intends to transform this space into vibrant and active public space with activities like seating spaces, topiaries and sculptures at Kacheri chowk and seat walls at various places are proposed to enliven the space and make it more usable for public.

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5.1.6.1 Zone 1

Existing Conditions:

The lift section of the flyover is 112 mts in length and it has hollow block retaining wall on both sides to restrain the soil pressure. The elevated section of flyover in this zone is 122 m in length and its height varies from 4 m to 5.5 mts. This portion is currently used for free parking – four wheelers (39 nos.) and two wheelers (11 nos.). However, parking area is defined with kerbstone; two wheelers are parked haphazardly at soiled area too. Rest of the portion in this zone is encroached by food vendors and hawkers. Sparse plantation is done at few areas in form of trees and shrubs which is not appealing visually.

Proposal:

The design intends to retrofit and reorganize the proposed vendor's zone for the affective utilisation of space. The area is designed with components like stepped seating and ornamental plantations and other landscaping elements like topiaries, sculptures, seat walls etc. Green spaces are segregated from paved area with low height walls made out of brick Jali work. These walls could also be used for seating. The stepped seating near vendor area (Figure 19) is made in exposed brickwork with sandstone coping on top. Mixed plantations in various design patterns is done in the form of Shrubs – Ixora coccinea pink, Murraya exotica, Bougainvillea Formosa white, syngonium, Groundcovers – Setcreasea purpurea, Wedelia trilobata, Trees – Plumeria alba, Polyalthia longifolia and Topiaries – Buxus sempervirens (Boxwood) are proposed as a part of landscape components. Human figure Topiaries based on local culture are proposed to be made with wire mesh and by clipping the foliage, twigs of shrubs to maintain clearly defined shape of human figure. Sculpture in human figure or related to art form based on local Punjabi culture is proposed near Kacheri chowk to enhance the imageability of the area. (Please refer drawing no. ASCL/2018/LSCP/OS/201A-201B for detail proposal).



Figure 16: Existing condition of Zone 1 below Kichlu Flyover on Court road. (Source: Author)

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Figure 17: Proposed landscape design of Zone 1 below Kichlu Flyover on Court road.



Figure 18: Proposed landscape design showing Vendors area at Zone 1 below Kichlu Flyover on Court road.

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Figure 19: Proposed landscape design showing Vendors area at Zone 1 below Kichlu Flyover on Court road.

5.1.6.2 Zone 2

Existing Conditions:

This deck slab of the flyover is only 40 mts in length and here the height is 5.5 mts. A Traffic Police booth cum tourist information centre is located at centre of this zone. The section has Railing along both sides with mixed plantation along the edge. The plantation varies from dense to sparse within the section. This zone also has an existing fountain at intersection of Mall road and Rani ka bagh. The fountain is functional but its nozzle gives very unpleasant effect.

Proposal:

The proposal intends to beautify this zone in a more organised and planned manner as compared to existing with activities like seating, ornamental plantations and other landscaping elements like Feature walls etc. Existing fountain is being converted into planter. Stepping stones are proposed along the walkway which connects main pathway. Feature walls with graffiti work based on local culture are proposed for unique experience while driving and for passer-by and also to enhance the image of the city. Mixed plantations are proposed in the form of **Hedges** – *Putranjiva roxburghii*,

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Eugenia, **Shrubs** – Plumbago capensis, Hamelia patens, Lantana camara, Rhoeo bicolour, Bougainvillea Formosa, syngonium, Raphis excelsa, Murraya exotica, Cycas revoluta, Livistonia chinensis, **Groundcovers** – Setcreasea purpurea, Portulaca, **Trees** – Plumeria alba, Ficus benjamina are proposed as a part of landscape. (Please refer drawing no. ASCL/2018/LSCP/OS/202 for detail



proposal).

Figure 20: Existing planting and Traffic police booth at Zone 2 below Kichlu Flyover on Court road. (Source: Author)

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Figure 21: Proposed Graffiti work on feature wall proposed at Zone 2 below Kichlu Flyover on Court road.

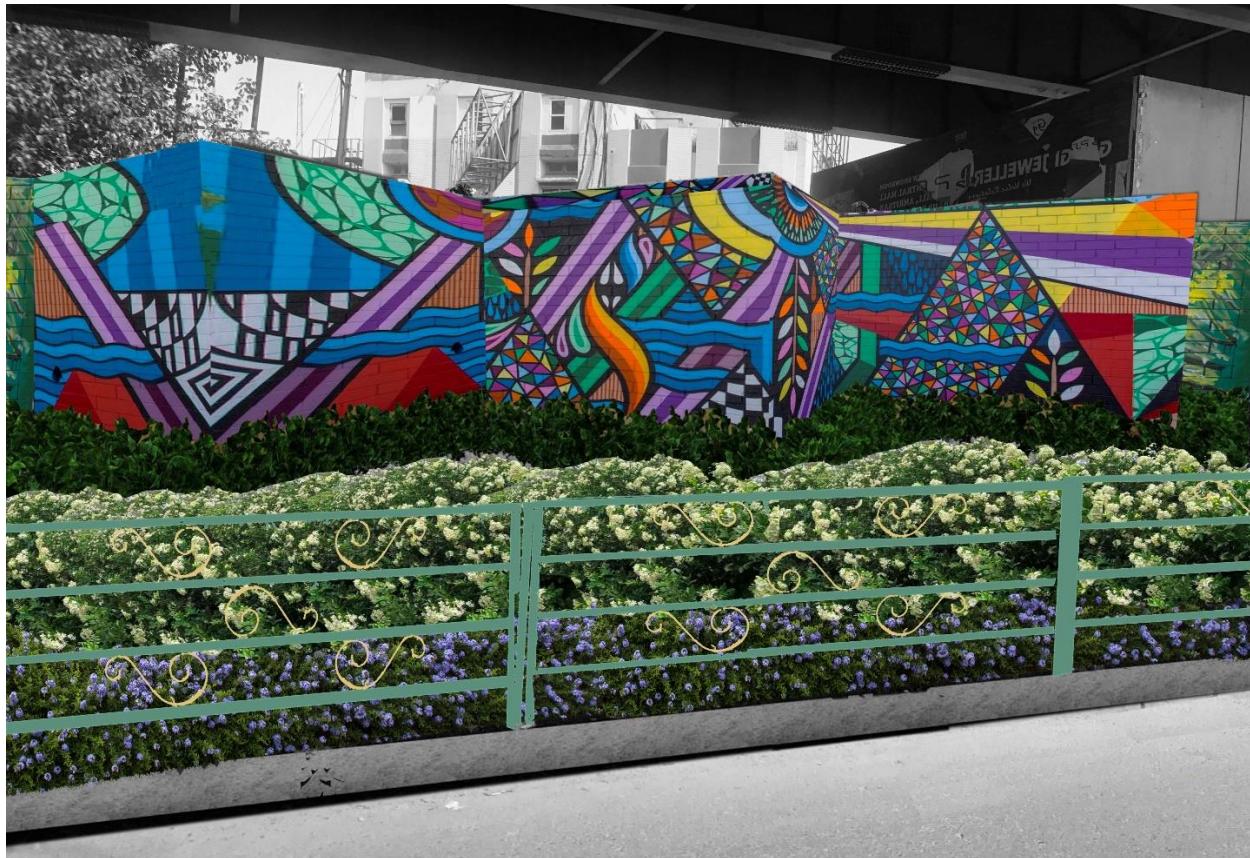
5.1.6.3 Zone 3

Existing Conditions:

The deck slab of the flyover is only 125 mts in length and here the height varies from 5.5 m to 4 m. The slope down section of flyover is 103 m in length and it has hollow block retaining wall on both sides to restrain the soil pressure. There exists a railing on both sides to a particular length with mixed plantation along the railing edge and a fountain at intersection of Mall road and Rani ka bagh. The fountain is non-functional and it gives very unpleasant look. There are existing benches occupied / actively utilised by public during afternoon from nearby offices and institutions. There exists defined Parking area with kerbstone which is currently used for free parking – four wheelers (21 nos.). The plantation varies from dense to sparse within this section.

Proposal:

The design proposal intends to retrofit the existing space for active and affective utilisation for the public with activities like seating, ornamental plantations and other landscaping elements like sculptures, seat walls, topiaries, rockeries with mixed plantations etc. Existing fountain is converted into planter. Green spaces are segregated from paved area with low height walls made out of exposed



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brick work which also act as seat walls. Artistic sculpture with seat walls around it is proposed to make area visually appealing. Mixed plantations in various design patterns is done in the form of Hedges – Putranjiva roxburghii, Eugenia, Ficus panda, Shrubs – Plumbago capensis, Ixora coccinea pink, Hamelia patens, Rhoeo bicolour, Bougainvillea (White), Bougainvillea (Red), syngonium, Murraya exotica, Raphis excelsa, Cycas revoluta, Livistonia chinensis, Groundcovers – Setcreasea purpurea, Wedelia trilobata, Portulaca, Trees – Plumeria alba, Polyalthia longifolia, Beaucarnea recurvata (Nolina) are proposed as a part of landscape components. (Please refer drawing no. ASCL/2018/LSCP/OS/203 for detail proposal).



Figure 22: Existing Leftover space at Zone 3 below Kichlu Flyover on Court road. (Source: Author)

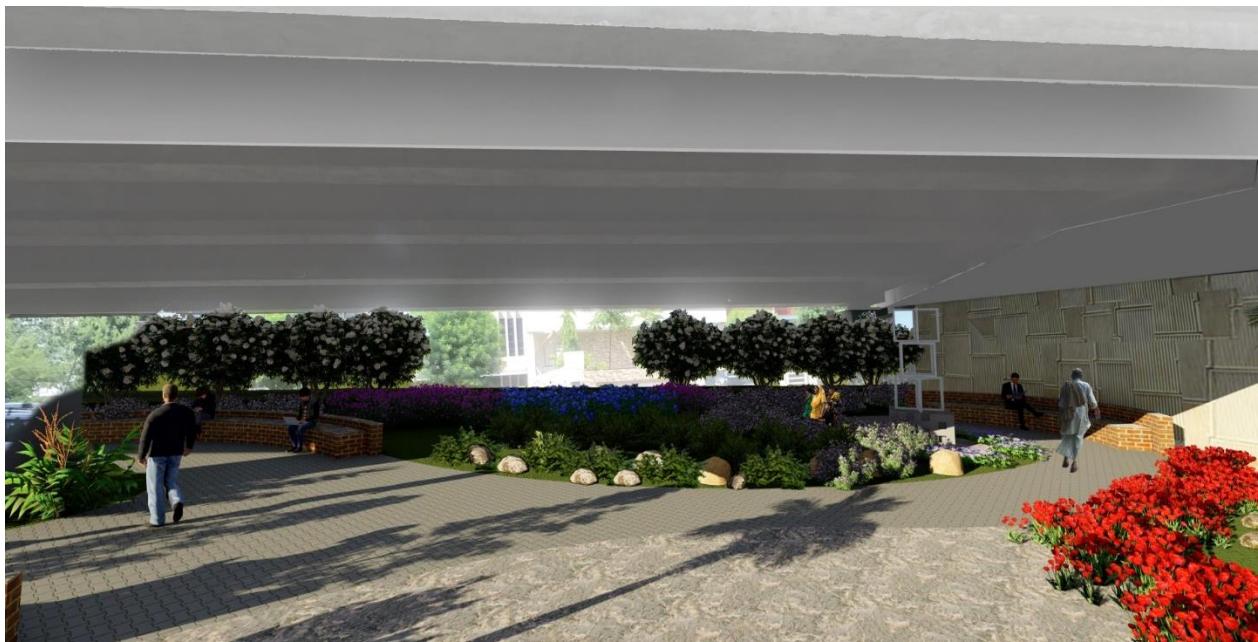


Figure 23: Proposed sculpture with Seat walls at Zone 3 below Kichlu Flyover on Court road.

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Figure 24: Existing Leftover space and Parking area in front of Petrol pump at Zone 3 below Kichlu Flyover on Court road.
(Source: Author)

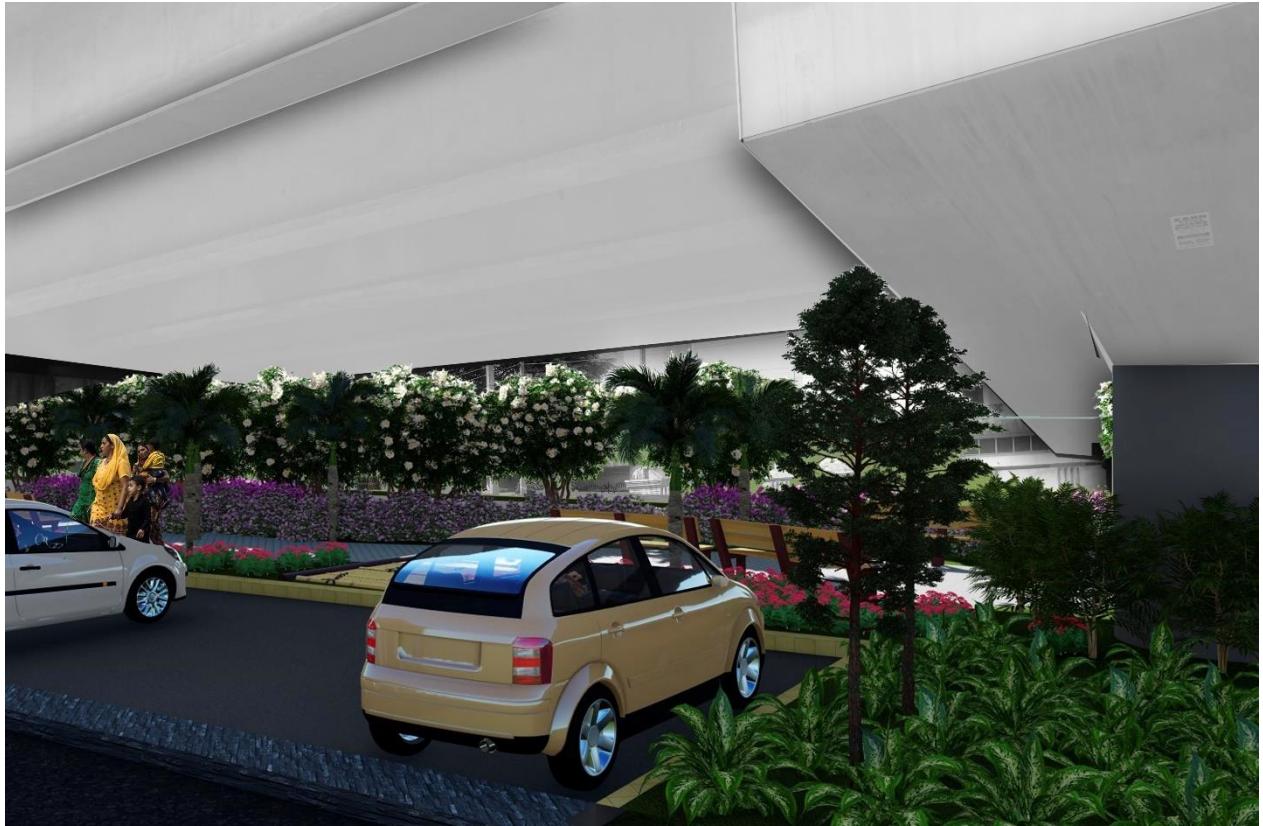


Figure 25: Proposed Planting near parking area at Zone 3 below Kichlu Flyover on Court road.

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5.1.7 Drainage

5.1.7.1 Replacement and Repair of Stolen Storm water pipes on Elevated loop

While developing the project, it was noticed that the rain water from the elevated road is discharged through the expansion gaps in the road surface and on the piers directly which ultimately deteriorates the outer surface of the pier. There was an arrangement to drain out rain water from the top surface of the road through. In this arrangement, the road surface was sloping towards centre and there are spouts at about 5 m c/c at the centre and these spouts are discharging into a 200mm dia GI horizontal pipeline running inside the hollow shaft of the elevated road. These horizontal pipes are discharging to a vertical 200mm GI pipes Class B through alternate piers and discharging into the road side storm water drain at ground level.



Figure 26: Location of rain water spouts on the elevated road at the centre of the road discharging into horizontal GI pipes (Left)

Figure 27: Original arrangement of storm water pipes for collecting and discharging storm water from the elevated road (horizontal and vertical GI pipe could be seen in the photograph) (right)

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Figure 28: Condition of pier deteriorated due to rainwater from the elevated road.



Figure 29: The probable location of entry point in the shaft near Ali baksh Road (pipes in the shaft can be seen missing)

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This original arrangement was disturbed when some anti-social elements got inside the shaft from possible entry point near Ali Baksh Road, and stolen these GI pipes.

Through this project it is intended to restore the original drainage system in the elevated road by replacing the horizontal pipes and cleaning the spouts at the elevate road & vertical pipes upto the road side drain at ground level. 50% of the rain water pipe has been considered for estimation of the pipes to be replaced.

After these pipes are replaced, the entry points shall be closed by brickwork so that theft could be avoided in future.

DETAIL DESIGN AND SPECIFICATIONS

5.2 Civil Works

5.2.1 Railing

Space below Bhandari bridge is divided into 11 zones including Taranwala Pul flyover. All these zones have existing railing which will be refurbished. Planter wall of 350mm high and another wall of 800mm high is proposed near railing to increase soil depth.

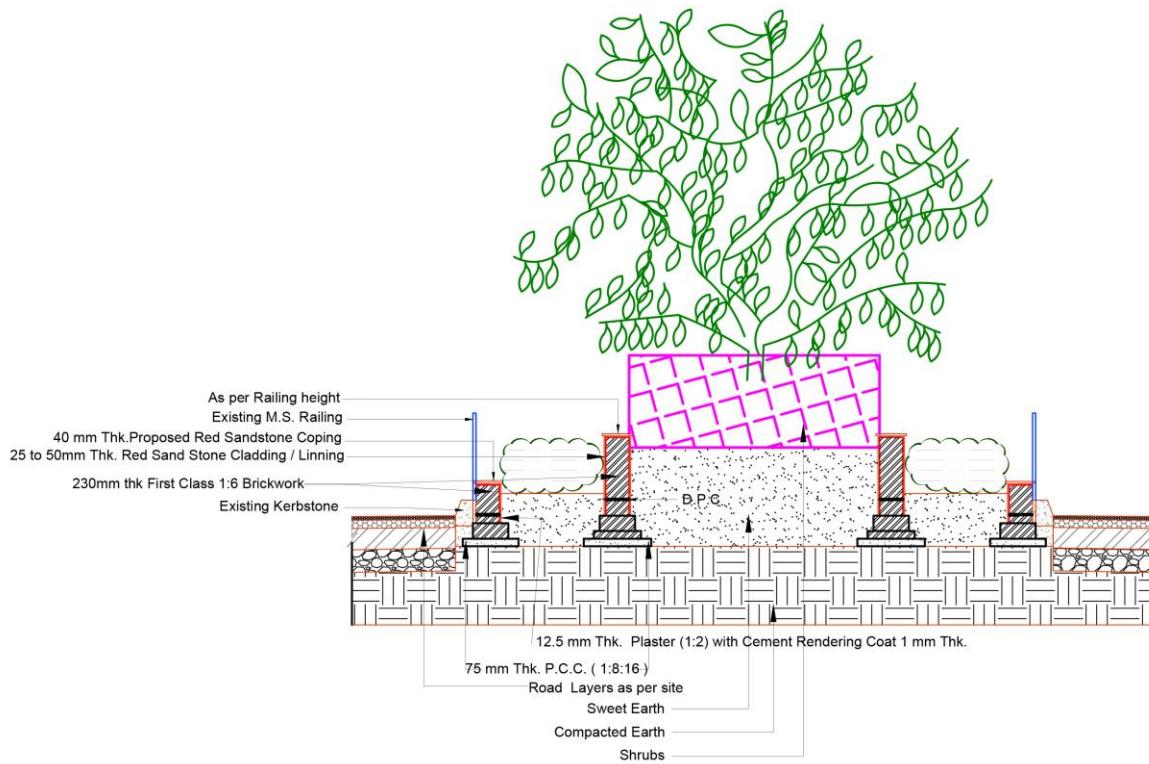


Figure 30: Proposed wall and planter wall near existing railing below Elevated loop on GT road

At spaces below Kichlu flyover on court road, same design of existing railing is replicated over other areas wherever is required with priming coat of metal primer and two coats of ready-mix paint on it. The existing railing is refurbished by applying two coats of synthetic enamel paints and two coats of ready mixed metallic paint.

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Figure 31: Existing Railing design pattern to be replicated for railing at Kichlu flyover. (Source: Author)

5.2.2 Repair of Pathways

Some zones which have surface parking have broken interlocking pavers at many locations and not in good condition they need to be refurbished. However, at some places concrete pavers are in good condition, these pathways need not to be repaired. New surface should be constructed with 80 mm and 60mm thick factory-made cement concrete interlocking paver block of M-40 & M-35 grade rubber moulded smooth finish with strong vibratory process in ordinary grey colour and pattern over and including 40mm thick compacted bed of coarse sand, filling the joints with fine sand etc. Plain cement concrete M-20 grade precast kerb 250mm high with bottom width 165mm and top width 115mm should be given along the edges of the pathway. At various places existing kerb stones are dismantled and replaced with plantation along the edge of the surface.

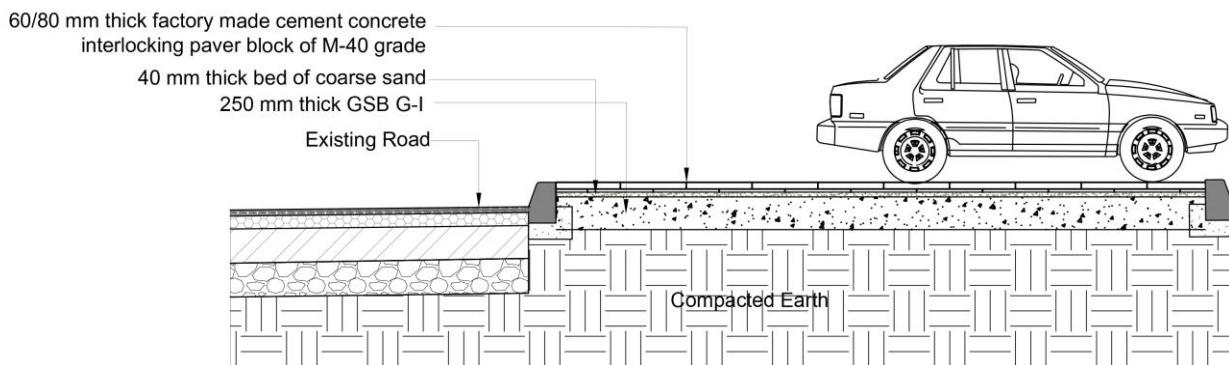


Figure 32: Typical detail of Interlocking Pavers as per IRC guidelines

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5.2.3 Car Stopper

For Car stopper , size 500mm x 100mm x 125 mm, Material ; Rubber EPDM, weight 5.0kg, fixing with Bolts complete as per Engineer- In- Charge to be fixed at Parking area as per approved design.



Figure A-32: Typical detail of Car Stopper

5.2.4 Seat walls

For outdoor seating, seat walls to be constructed along the pathways as per approved design.

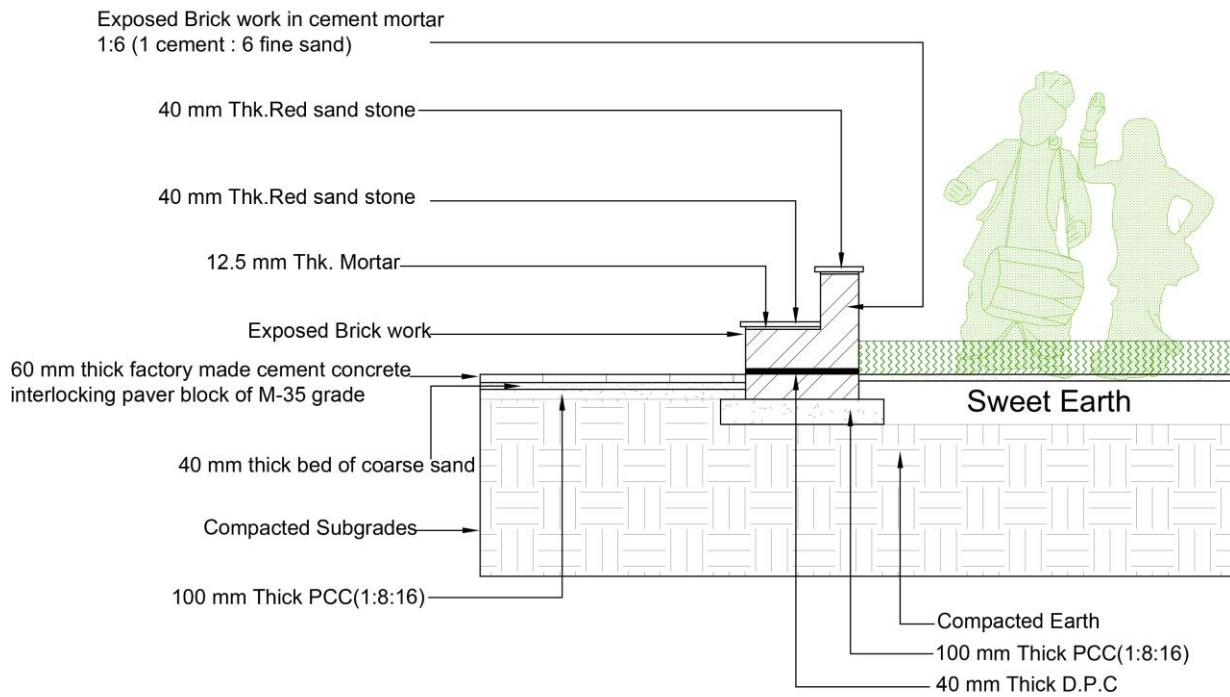


Figure 33: Typical detail of Seat wall

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5.2.5 Stepped Seating

For outdoor seating, stepped seating to be constructed along the planters in vendors area at Kichlu flyover. Curved wall in continuation with this wall has to be made in exposed brick jail work with 550 mm height. This wall could also be used for seating.

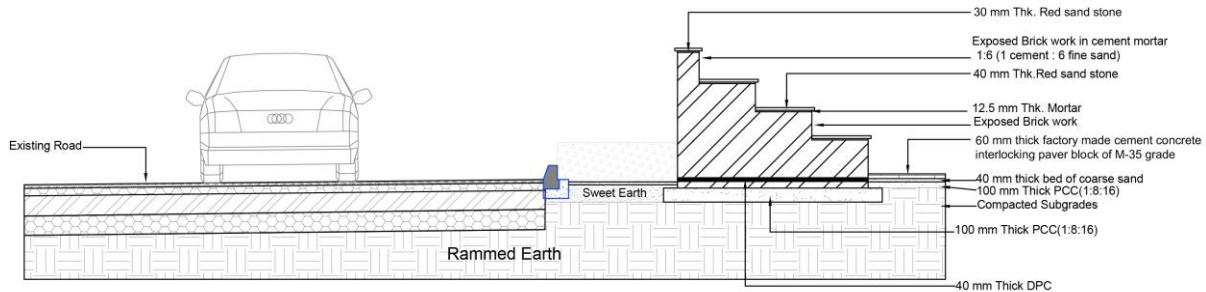


Figure 34: Typical detail of Stepped seating.

5.2.6 Planter Walls

Planters are created to add visual appeal in the area by raising walls from the ground to a height of 300-500mm and planting small shrubs inside it. These planter walls could also be used as seat wall.

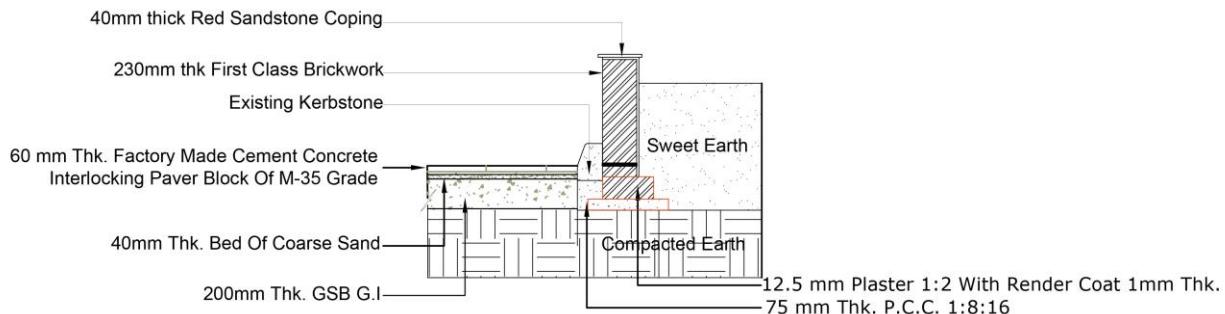


Figure 35: Typical detail of Planter wall.

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5.2.7 Repair of Fountain

Existing Fountain to be converted into planter by filling sweet earth in it and planting of Shrubs with Granite Coping on top



Figure 36: Existing fountain at intersection of Mall road and Rani ka bagh. (Source: Author)

5.3 Utility Items

5.3.1 Dustbins

Height-0.91m Thickness-3 mm in FRP

Providing and fixing of the Dustbin of ASTROKIDZ INC or Equivalent with ISI Approved. Its total height 1 mtr. from ground level and made up of Fibre Reinforced Plastic with 2mm thickness and made by complete FRP process using 450 GSM mat with resin, hardener and furnish by reputed make pigments. And install by C.C.base system.

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Figure 37: Reference image of Dustbins (Source: Google)

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5.3.2 Benches

Existing RCC Benches are relocated to the new positions as per the Drawings and Seat walls are proposed at different locations for seating.



Figure 38: Reference image of Seat wall (Source: Google)

5.3.3 Installation of Irrigation Ring Line

For irrigation of lawn and planting area, 63mm o/d dia H.D.P.E pipe of 4kg. PE-80 ring main line should be installed with Brass QCV (Quick Coupling Valve) and Brass Ball valves screwed with 20mm i/d SS/BRASS ball & Spindle & Teflon seats at specified locations. This ring line to be connected with existing municipality supply line according to the sources of water supply in the garden.

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Figure 39: Photograph showing quick coupling valve (Source: Google)

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5.4 Other Works

5.4.1 Topiary

Supply, Fixing of Human Topiary (Punjabi Culture Theme) made of Wire Mesh 6' height as per the design by clipping the foliage and twigs of trees, shrubs and subshrubs to develop and maintain clearly defined shapes, whether geometric or fanciful.

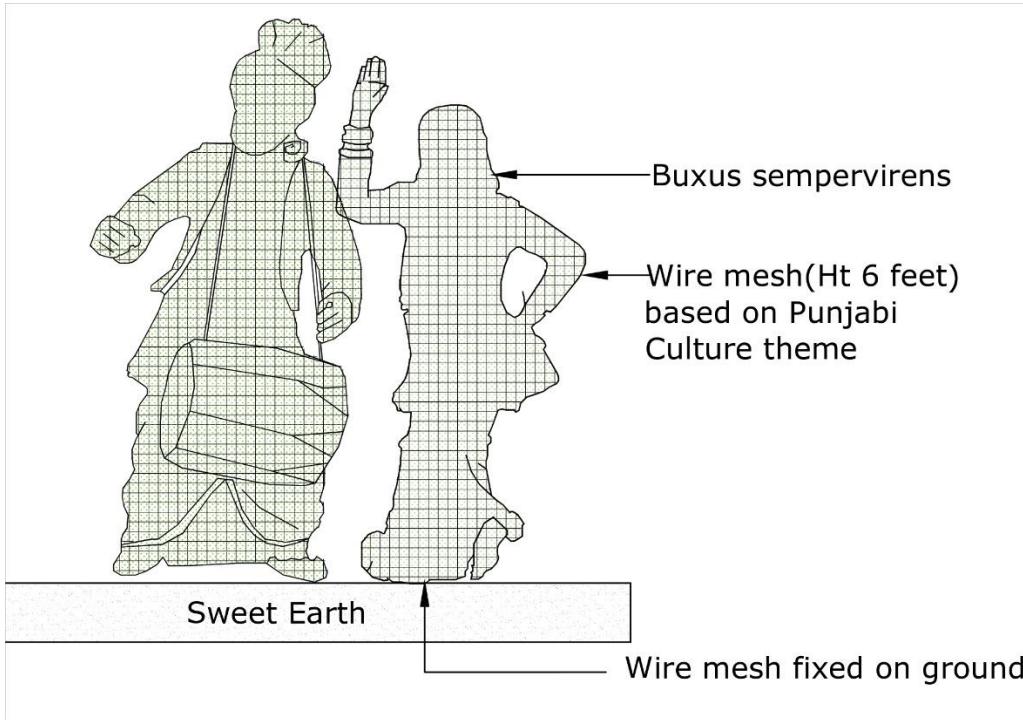


Figure 40: Typical

detail of Human figure Topiary (Source: Author)

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Figure 41: Reference image of Human figure Topiary (Source: Google)

5.4.2 Rockeries

Rockeries are focal points in the landscape which can provide several different habitats even in quite a small area. Local stone available to be used in a range of sizes so as to construct a natural looking outcrop, rock gardens will be created with plants around it. Select large stones to act as ‘keystones. Position the larger of these first and place the remaining ones so that the strata look natural. Use a spade to dig out hollows to set the stone into. A crowbar will help move the stones into their permanent positions. Support them with smaller stones or bricks underneath. Create a naturalistic look when setting the rock in place. The rocks should tilt backwards, with the strata running the same way. Use weed-free top soil for the top layer of the rock garden, working it underneath and between the stones to set them firmly in place. Soil-based potting media with added grit (up to 30% by volume) are weed, pest and disease free. Bury the stones up to a third of their depth, firming them in place. Leave the areas between the stones unfirmed and add the specially made compost over the area to create planting pockets. Make sure the plants are planted firmly in the compost mix and are top-dressed with gravel or grit.

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Figure 42: Reference image of Rockery (Source: Google)

5.4.3 Sculptures

Sculpture are based on different human postures like The Runner representing sports, the guardian representing joint family culture of Amritsar, March representing Parade at Atari border, Curiosity & Discovery representing Parks or open spaces designed to make people closer to nature and learning through it, and a Low Poly horse symbolic of grandeur and power of Punjab which will also add visual appeal to the space. Cement Concrete base size 950x950x100mm thk 1:4:8 and M-20 Reinforced Concrete Base 750x750x1000mm high with stone ballast using concrete mixer volumetric type for construction of base and with red sand stone finish on Top & sides on Sculptures Footings. The Height of Sculpture is 2 meter and 3 meter of Corteen Steel Grade-1 of 2mm thk sheet, weighs 70kg and 250kg.

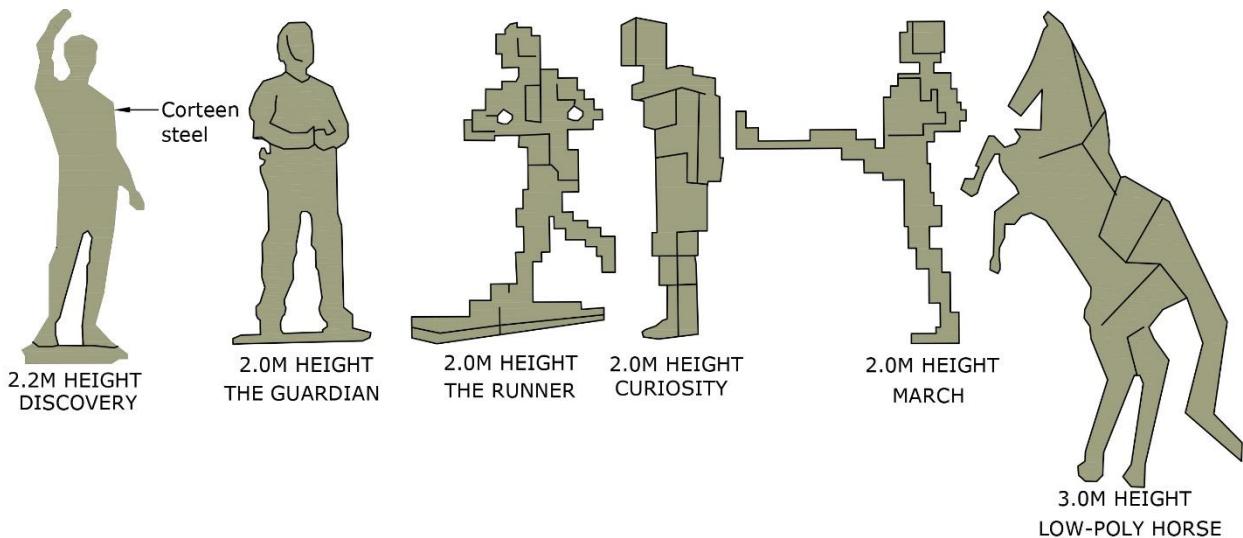


Figure 43: Proposed sculptures below Kichlu flyover (Source: Author)

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5.4.4 Graffiti Work

Graffiti work on feature walls as specified in drawings. It should represent art work and local culture of Punjab. Graffiti may also express underlying social awareness messages and a whole genre of artistic expression is based upon spray paint graffiti styles or mosaic graffiti. Brick Work with First class burnt brick work laid in cement sand mortar 1:4 in foundation and plinth, Damp proof course 4 cm thick of cement concrete 1: 2: 4 with two coats of bitumen 20/30 penetration @ 1.65 kg per sqm laid hot and sanded and in Super structure Brick work with selected F.P.S. bricks of class designation 105 in exposed brick work including making horizontal and vertical grooves 10mm wide 12mm deep complete above plinth level in super structure. in cement mortar 1:6 (1 cement : 6 fine sand) with Coping Fine dressed red sand stone coping from Agra) 40mm thick set in cement mortar 1:3 including painting with cement mortar 1:2 with an admixture of pigment to match the shade of stone. Providing material and art work colours using primer enamel paint, metal shield epoxy enamel polyurethane paints with protective coating, spray & deco paint and art with brushes, spray guns, rollers Including Made design as per client requirement Complete as per Engineer-In-Charge



Figure 44: Reference image of Graffiti Art (Source: Google)

5.5 SCOPE OF WORK

5.5.1 Space below Elevated loop & Taranwala Pul Flyover on GT Road

- Providing and laying of new interlocking pavers at paved area as per drawing and Demolition of existing Interlocking pavers at parking area and other area as per approved design & drawing and as directed by the Engineer-In-Charge.
 - Demolition of existing Railing and constructing new railing as per approved design & drawing and as directed by the Engineer-In-Charge.
 - Providing and maintaining Cluster Plantation, Small Trees & Shrubs, Hedges, Nursery, Ground Cover etc. all Horticultural Work as per approved design & drawing and as directed by the Engineer-In-Charge.
 - Providing, Fixing and testing of drainage system for surface runoff coming from Elevated loop as per existing design & drawing and as directed by the Engineer in Charge.
 - Construction of planter wall as per approved design & drawing and as directed by the Engineer in Charge.
 - Providing, laying and testing of irrigation system as per approved design & drawing and as directed by the Engineer-In-Charge.
 - Providing and installing Borewell as per approved specifications, drawings and as directed by the Engineer in Charge
 - Any Other work as directed by Engineer in Charge.
 - Please refer Annexure 1 for drawings from drawing no. ASCL/2018/LSCP/OS/100 to ASCL/2018/LSCP/OS/112
- .

5.5.2 Space below Kichlu flyover

- Providing and laying of interlocking pavers pathway as per approved design & drawing and as directed by the Engineer in Charge.
- Provision and Construction of railing as per existing design and refurbishment of existing Railing as per approved design & drawing and as directed by the Engineer-In-Charge.
- Providing and maintaining Topiaries, Cluster Plantation, Small Trees & Shrubs, Hedges, Nursery, Ground Cover etc. all Horticultural Work as per approved design & drawing and as directed by the Engineer-In-Charge.
- Construction of planter wall as per approved design & drawing and as directed by the Engineer in Charge.
- Relocating benches as per approved design & drawing and as directed by the Engineer-In-Charge.
- Construction of Stepped wall seating and Seat wall as per approved design & drawing and as directed by the Engineer-In-Charge
- Providing, laying and testing of irrigation system as per approved design & drawing and as directed by the Engineer-In-Charge.
- Supply & Installation of Dust Bin as directed by Engineer in Charge.

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- Conversion of existing fountain into planter as per approved design & drawing and as directed by the Engineer-In-Charge
- Any Other work as directed by Engineer in Charge.
- Please refer Annexure 1 A for drawings from drawing no. ASCL/2018/LSCP/OS/200 to ASCL/2018/LSCP/OS/203.

SECTION VIA:

(i) GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. DEFINITIONS

- 1.1. Terms which are defined in the **Contract Data** may not necessarily have been defined in the conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Certificate of Development Completion means the certificate to be issued by the Engineer-in-charge to the Contractor upon being satisfied that the development, installation, improvement and beautification works on the Spaces under specified flyovers have been completed as per the Conditions of Contract including Scope of Project, Specifications, Drawings, etc.

Compensation Events are those defined in Clause 43 hereunder.

The **Completed Work** means the development, installation, improvement and beautification works of spaces under two flyovers and under elevated road loop as specified, completed in all respects as per defined in Scope of Work, Specifications, Drawings & Conditions of the Contract to the entire satisfaction of Engineer-in-charge.

The **Completion Date** is the date of completion of the Completed Works as certified by the Engineer-in-charge in accordance with Clause 53.

Communication between parties are the written and signed letters, notices, reminders, memorandum and instructions recorded in the instruction book or books kept at site.

The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete and maintain the Project/Works including defect liability period. It consists of the documents listed in Clause 2 below.

The **Contract Data** defines the documents and other information which comprise the Contract. The Engineer-in-charge will clarify queries on the **Contract Data**.

“**Contract Period**” means works execution Period of 09 (nine) months followed by 1 (one) year of Defect Liability Period and Operation followed by Operation and Maintenance Period of 4 (four) years. This Contract Period will begin from the date of signing of the Contract and will end with successful taking over of the Project Site by Municipal Corporation, Amritsar. It will also include any time extensions given by the Procuring Entity.

The **Contractor** is a person or corporate body whose Bid to carry out the Project/Works has been accepted by the Procuring Entity. Contractor is also referred to as “Implementing Agency”.

The **Contractor's Bid** is the completed Bidding Documents submitted by the Contractor to the Procuring Entity and includes Technical and Financial Bids.

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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.

A **Defect** is any part of the Project/Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the **Contract Data** and calculated from the Completion Date.

Drawings means the Drawings of the Works, as included in the Contract and any additional and modified drawings issued by (or on behalf of) the Procuring Entity or by the Contractor (subject to approval of Procuring Entity) in accordance with the Contract.

The **Procuring Entity or Procuring Entity** is the party named in the **Contract Data** who will employ the Contractor to carry out the Project. The Procuring Entity may delegate any or all functions to a person or body nominated by him for specified functions.

The **Engineer-in-charge** is the person/ consultancy firm/ PIU named in the **Contract Data** (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer-in-charge) who is responsible for supervising the Works/ Project, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events and getting the contract executed on behalf of the Procuring Entity.

Equipment is the Contractor's machinery and vehicles brought to the Site to implement the Project/Works.

The **Government** or the **State Government** shall mean the Government for the State of Punjab.

The **Initial Contract Price** is the Contract Price listed in the Procuring Entity's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the construction of the Project/Works. The Intended Completion Date is specified in the **Contract Data**. The Intended Completion Date may be revised only by the Engineer-in-charge by issuing an extension of time.

Materials are all supplies, resources, things, items, objects, including consumables, used by the Contractor for incorporation in the Project/Works.

MCA means the Municipal Corporation Amritsar.

Operation & Maintenance or O&M means operation and maintenance (routine or major) of the Project/ Works and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the terms hereof.

Operation & Maintenance Period means the period starting from the date of issuance of Certificate of Completion and ending upon issuance of Project Completion Certificate.

Plant is any integral part of Project/ Works which have a mechanical, electrical, electronic or

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chemical or biological function.

Project or Works means the Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1: Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period

Project Completion Date means the date when the Operation & Maintenance Period ends as evidenced by the issuance of Project Completion Certificate by the Engineer-in-charge/ Procuring Entity.

Project Completion Certificate means the certificate issued by the Engineer-in-charge/ Procuring Entity upon successful completion of the Project including Operation & Maintenance Period in accordance with the Conditions of Contract.

Routine Maintenance is the maintenance of the developed Works as specified in the **Contract Data**.

The **Site** is the area defined as such in Section V- **Scope of Work**.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specifications means the Specification of the Project/Works included in the Contract and any modification or addition made or approved by the Engineer-in-charge and includes (but not limited to) BIS, IRC and other Codes.

The **Start Date** is given in the **Contract Data**. It is the date when the Contractor shall commence execution of the Project/Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-Contractor** 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 development of the Works.

The **Tender Evaluation Committee [TEC]** is the committee constituted by the Procuring Entity for receiving, opening, processing and evaluating the bids.

A **Variation** is an instruction given by the Engineer-in-charge, which varies the Project/Works. The **Project/Works** are what the Contract requires the Contractor to construct, install, maintain and turn over to the Procuring Entity/ MCA through the Engineer-in-charge, as defined in the **Contract Data**. This term shall be used synonymously with the term “Works” hereinafter or anywhere in the Contract.

Work or Works shall, unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the Works by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional works.

2. INTERPRETATION

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- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. In this Contract, except where the context requires otherwise:
 - a) Works have their normal meaning under the language of the Contract unless specifically defined. The Engineer-in-charge will provide instructions clarifying queries about the Conditions of the Contract;
 - b) words indicating the singular also include the plural and words indicating the plural also include the singular;
 - c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
 - d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
 - e) The word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”.
- 2.2. The damages payable by the Implementing Agency, as set forth in the Conditions of Contract, whether liquidated or not or on *per diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”).
- 2.3. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 2.4. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.
- 2.5. The Implementing Agency may complete the work in sections as per the approved work program and in such case, references in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date shall apply to such section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.6. The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement
 - b) Letter of Acceptance
 - c) Contract Data including Scope of Project & Technical specifications
 - d) Conditions of Contract including Conditions of Particular Application
 - f) Drawings
 - g) Bill of Quantities
 - h) Contractor’s Bid and
 - i) any other document listed in the **Contract Data** as forming part of the Contract.

If there are varying or conflicting provisions in the documents forming part of the contract, the authority competent to approve the tender shall be the final deciding authority with regard to the intention of the document.

3. LANGUAGE AND LAW

- 3.1. The language of the Contract and the law governing the contract are stated in the **Contract Data**.

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4. ENGINEER-IN-CHARGE'S DECISIONS

- 4.1. Except where otherwise specifically stated, the Engineer-in-charge shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity. Any clarifications on the **Contract Data** shall be given by the Engineer-in-charge.

5. DELEGATION

- 5.1. The Procuring Entity may delegate any of his duties and responsibilities to other person 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 under Registered post or Speed post or Facsimile (fax) or other electronic means. The notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. The notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission.

7. SUB-CONTRACTING

- 7.1. The Contractor may sub-contract any portion of work, upto a maximum limit of 25% of contract value or as specified in **Contract Data**, with the approval of the Engineer-in-charge but shall not assign the Contract without the approval of the Engineer-in-charge in writing. Sub-contracting does not alter the Contract's obligations and responsibilities under the contract.

8. OTHER CONTRACTORS

- 8.1. The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities and the Engineer-in-charge between the dates given in the Schedule of other Contractors. It is understood by the Implementing Agency that the Project herein has to be executed assuming it as a part of the Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-2: Electrical), so the Implementing Agency is essentially required to co-ordinate its work program (and if required to modify its work program and/ or work requirements with the approval of the Engineer-in-Charge) with that of the contractor executing the Phase-2 development and beautification works.

9. PERSONNEL

- 9.1. The Implementing Agency shall employ the key personnel named in the Schedule of Key Personnel as referred to in the **Contract Data** and such other skilled/ semi-skilled personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-charge. The Engineer-in-charge 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 Engineer-in-charge asks the Contractor to remove a person who is a member of Contractor's staff or his work force or Sub contractor's 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.

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10. LABOUR & COMPLIANCE WITH LABOUR REGULATIONS

- 10.1. The Contractor shall unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.
- 10.2. The Contractor shall, if required by the Engineer-in-charge, deliver to the Engineer-in-charge a return in detail, in such form and at such intervals as the Engineer-in-charge may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer-in-charge may require.
- 10.3. During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Procuring Entity indemnified in case any action is taken against the Procuring Entity by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Procuring Entity is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non observance of the provisions stipulated in the notifications/bye laws/ Acts/ Rules/ regulations including amendments, on the part of the Contractor, the Engineer-in-charge/ Procuring Entity shall have the right to deduct this amount from any money due to the Contractor, including his amount of performance security. The Procuring Entity/ Engineer-in-charge shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Procuring Entity.

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

11. PROCURING ENTITY'S AND CONTRACTOR'S RISKS

- 11.1. The Procuring Entity carries the risk which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11.2. **Procuring Entity's Risks**

The Procuring Entity is responsible for the excepted risks which are : (a) in so far as they directly affect the execution of the Works in India, 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, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

11.3. Contractor's Risks

All risks of loss of or damage of 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 referred to in Clause 11.2, are the responsibility of the Contractor.

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12. LIMITATION OF LIABILITY

Neither party shall be liable to the other party in respect of any loss on any account whatsoever in relation to the Work, towards any loss of estimated profit, loss of any other thing or for any direct or indirect/ consequential loss or damage, which might be suffered or has been suffered by the other party in connection with any event arising out of the Contract except for those, which have been specifically provided for in the Contract Agreement.

13. INSURANCE

- 13.1. The Contractor shall provide, in the joint names of the Engineer-in-charge and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **Contract Data** for the following events which are due to the Contractor's risk:
 - (a) loss of or damage to the Works, Plant and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer-in-charge for the Engineer-in-charge's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3. If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may affect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-charge.
- 13.5. Both parties shall comply with any conditions of the insurance policies.

14. WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE

- 14.1. The Implementing Agency (and its sub-contractor in terms of Clause 7 if engaged) may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Implementing Agency, as updated with the approval of the Engineer-in-charge, and complete them by the Intended Completion Date.

15. ECOLOGICAL BALANCE

- 15.1. The Contractor shall maintain the ecological balance by preventing water pollution and defacing of natural landscape. The Contractor shall so conduct his construction operation as to prevent destruction, scarring or defacing of natural surroundings in the vicinity of Work.
- 15.2. No separate payment shall be made for compliance with provisions of this clause and all costs shall be deemed to have been included in the bid.

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- 15.3. The Contractor shall make his own arrangement for the disposal of the spoils from the Works to such place where the same shall not cause nuisance and should be acceptable to the authorities concerned.

16. SITE INVESTIGATION REPORT

16.1 The Procuring Entity shall make or arrange to make available (on best effort basis only) to the Contractor for his information all relevant data in the Procuring Entity's or Municipal Corporation Amritsar's or any other government agency's possession regarding the sub-surface and soil conditions at the Site, including environmental aspects. The Contractor shall be responsible for verifying and interpreting all such data. The Procuring Entity or the Municipal Corporation Amritsar or any other agency providing the date shall not be held responsible about the correctness of all such data and the Contractor shall confirm/ verify all such data at his own cost.

16.2 To the extent which was practicable)taking account of Cost and time(, the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid for Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including)without limitation(:

- the form and nature of the Site, including sub-surface conditions,
- the hydrological and climatic conditions,
- the extent and nature of the work and goods necessary for the execution and completion of the Works and the remedying of any Defects,
- the Laws, procedures and labour practices of India, particularly Punjab, and
- the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

17. CONTRACTOR TO CONSTRUCT THE WORKS

17.1. The Contractor shall develop, improve, up-grade, beautify and install the Works as per the Scope of Work & Specifications (Section V of the Bidding Documents) and the approved Drawings.

18. DEFECTS LIABILITY PERIOD AND OPERATIONS & MAINTENANCE

18.1. One year shall be of Defects Liability Period and Operation followed by four years of Operation & Maintenance Period after total completion of Works as certified by the Engineer-in-charge. It shall commence from the date of issuance of Certificate of Development Completion.

18.2. During the aforesaid period of 1 year of Operation and 4 years of O&M, the Contractor shall be solely responsible for undertaking operation, maintenance including undertaking minor/major repairs that may be required from time to time and remedying/ repairing, restoring to the original condition any apparent, virtual or observed defects, deficiencies in the Works, or its performance as per the Scope of Work & Specifications (Section V), to the satisfaction

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of the Engineer-in-charge. If the Contractor fails to repair & restore the defect/deficiency after a notice issued by the Engineer-in-Charge, the Procuring Entity will be free to get it remedied at the risk and cost of the Contractor besides other action being taken as per the Contract, if the Contractor does not get it remedied within the period specified in such notice.

19. APPROVAL BY THE ENGINEER-IN-CHARGE

- 19.1. The Contractor shall submit specifications and drawings complete in all respects supported by requisite documents showing the proposed Temporary/ Permanent Works to the Engineer-in-charge, who is to approve them if they comply with the Specifications and Drawings.
- 19.2. The Contractor shall be responsible for design of Temporary and Permanent Works.
- 19.3. The Engineer-in-charge's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 19.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.
- 19.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works in line with the Designs/ Drawings provided by the Procuring Entity at the bidding stage, are subject to prior approval by the Engineer-in-charge before their use. In case of dispute, if any, decision of the Chief Engineer-in-charge will be final and binding.

20. SAFETY

- 20.1. The Contractor shall be responsible for maintaining the safety of all activities on the site, including smooth flow of traffic at his own cost.

21. DISCOVERIES

- 21.1. Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Procuring Entity. The Contractor is to notify the Engineer-in-charge of such discoveries and carry out the Engineer-in-charge's instructions for dealing with them.

22. POSSESSION OF THE SITE

- 22.1. The Procuring Entity shall facilitate in handing over possession of the sites to the Contractor from MCA or other concerned department, as per the work programme of the Contractor approved by Engineer-in-charge. If possession of a part of the site required as per the work programme is not given by the date when it is actually required for carrying out the Work, the Procuring Entity is deemed to have delayed the start of the relevant activities for that part of the site and this will be a Compensation Event for the purpose of time extension only.

23. ACCESS & INSPECTION

- 23.1. The Procuring Entity, Engineer-in-charge or any other person authorized by the Engineer-in-

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charge or Procuring Entity shall at all times have access to the Site and/ or to any place where work in connection with the Contract is being carried out or is intended to be carried out.

- 23.2. All the work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his senior/subordinate and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his senior/subordinate to visit the works shall have been given to the Contractor, either himself to be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for that purpose. Orders given to a Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

24. INSTRUCTIONS

- 24.1. The Contractor shall carry out all the instructions of the Engineer-in-charge pertaining to Works which comply with the applicable laws where the site is located.

25. DISPUTES RESOLUTION MECHANISM

- i) If any dispute or differences of any kind what-so-ever arise between the Procuring Entity, its authorized representatives and the Contractor in connection with or arising out of this Contract or the execution of Work, these shall be resolved as under.
 - ii) Whether before its commencement or during the progress of Project/ Works or after the termination, abandonment or breach of the Contract, the dispute shall in the first instance supported with complete documents and further documents, if any, required by him, be referred for settlement to the Engineer-in-charge of the Work and he shall, within a period of sixty (60) days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Contractor. In case the Work is already in process, the Contractor shall continue with the execution of the Work as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.
 - iii) If the Engineer-in-charge has conveyed his decision to the Contractor and no claim for arbitration has been filed by the Contractor within a period of sixty (60) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.
 - iv) If the Engineer-in-charge fails to convey his decision within a period of sixty (60) days from the date on which the said request was made by the Contractor, he may refer the dispute for arbitration as hereinafter provided.
 - v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration by the Arbitral Tribunal consisting of the sole Arbitrator to be nominated by the CEO, PMIDC, Chandigarh.
 - vi) The reference to the Arbitral Tribunal shall be made by the claimant party within one hundred twenty (120) days from the date of dispute of claim arises during the execution of Work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitral Tribunal shall be made within six (6) calendar months from the date of payment of the final

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bill to the Contractor or from the date a registered notice is sent to the Contractor to the effect that his final bill is ready by the Engineer-in-charge (whose decision in this respect shall be final and binding) whichever is earlier.

- viii) The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- ix) The Arbitrator/Arbitral Tribunal shall give a reasoned award for each claim/counter claim.
- x) The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.
- xi) The venue of arbitration shall be **Amritsar**, Punjab. The work under the contract shall continue during the arbitration proceedings.
- xii) The stamp fee due on the award shall be payable by the party as desired by the Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.
- xiii) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six (6) months of the following:-
 - a) of the date of completion of the Work as certified by the Engineer-in-charge or
 - b) of the date of abandonment of the Work or breach of Contract under any of its clauses, or
 - c) of its non-commencement or non resumption of Work within ten (10) days of written notice for commencement or resumption as applicable, or
 - d) of the cancellation, termination or withdrawal of the work from the Contractor in whole or in part and/or revision for closure of the Contract, or
 - e) of receiving an intimation from the Engineer-in-charge that the final payment due or to be recovered from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.
- xv) No question relating to this Contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the Contract. The pending arbitration proceedings shall not disentitle the Engineer-in-charge to terminate the Contract and to make alternate arrangement for completion of the Works.
- xvi) Arbitral Tribunal shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator/Arbitral Tribunal may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award. However the Arbitrator/Arbitral Tribunal shall make all out efforts to decide each claim within a period of six(6) months from the date of initiation.

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- xvii) The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

B. TIME CONTROL

26. PROGRAMME

- 26.1. Within the time stated in the **Contract Data** the Contractor shall submit to the Engineer-in-charge for approval a programme showing the general methods, arrangements, order, 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 Engineer-in-charge, for approval, an updated Programme at intervals no longer than the period stated in the **Contract Data**. If the Contractor does not submit an updated Programme within this period, the Engineer-in-charge may withhold the amount stated in the **Contract Data** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- 26.4. The Engineer-in-charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer-in-charge again at any time. A revised programme is to show the effect of variations if any and compensation events.
- 26.5. **The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution.** The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in the field laboratory, if any setup by the Contractor.

27. EXTENSION OF THE INTENDED COMPLETION DATE

- 27.1. 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 due to any other ground, he shall apply in writing to the Engineer-in-charge (with corresponding time extension in Performance Security) within thirty (30) days of the date of hindrance (but before the expiry of time limit) on account of which he desires such extent in as aforesaid" and the Procuring Entity if in his opinion (which shall be final) reasonable grounds be shown therefore and also taking into account the recommendations of the Engineer-in-charge, authorize such extension of time as may in his opinion be necessary or proper. If the Contractor fails to apply for extension as aforesaid and the Work is not completed within the time limit, the Contract shall be determined absolutely after action under relevant clauses.

28. DELAYS ORDERED BY THE ENGINEER-IN-CHARGE

- 28.1. The Engineer-in-charge may instruct the Contractor to delay the start or progress of any activity within the Works. However, any delay of totaling beyond thirty (30) days shall require prior written approval of the Procuring Entity.

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29. MANAGEMENT MEETINGS

- 29.1. The Engineer-in-charge may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2. The Engineer-in-charge shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken is to be decided by the Engineer-in-charge either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. EARLY WARNING

- 30.1. The Contractor is to notify the Engineer-in-charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of Work, increase the Contract Price or delay the execution of Works. The Engineer-in-charge 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 Engineer-in-charge 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 Engineer-in-charge.

C. QUALITY CONTROL

31. QUALITY ASPECTS

- 31.1. The Contractor shall be carrying out mandatory tests as prescribed in the specifications or otherwise required as per Good Industry Practice from the laboratory as approved by the Engineer-in-charge. The Contractor shall consider the cost of tests required as per Good Industry Practice while bidding for this document. The Contractor shall be solely responsible for :
 - i. Carrying out and bearing the cost of the mandatory tests prescribed in the Specifications or recommended by Engineer-in-Charge; and
 - ii. For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 31.2. The Engineer-in-charge will be free to conduct surprise, random or in situ checks any time during the execution and after the completion of the Work but not later than the Operation & Maintenance Period, so as to have cross check in quality of works carried out and compliance to specifications and standards at all stages of the Work.
- 31.3. Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in the execution of the Project/Works at all stages.

32. IDENTIFYING DEFECTS

- 32.1. The Engineer-in-charge shall check the Contractor's work throughout the Contract Period

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and notify the Contractor of any defects that are found. The notice of the Engineer-in-charge shall give the description of the defects in sufficient detail, including the obligations as per the Contract. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-charge may also instruct the Contractor to search for a Defect and to uncover and test any Work that the Engineer-in-charge considers may have a Defect.

- 32.2. If the Engineer-in-charge 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. If there is no Defect the test shall be a Compensation Event.

33. CORRECTION OF DEFECTS

- 33.1. The Engineer-in-charge shall give notice to the Contractor of any Defects during the Contract Period including Defect Liability Period and Operation & Maintenance Period, which begins at Completion and is defined in the **Contract Data**. The Operation & Maintenance Period shall be extended for as long as Defects remain to be corrected.
- 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 Engineer-in-charge's notice.

34. UNCORRECTED DEFECTS

- 34.1. If the Contractor has not corrected a Defect within the time specified in the Engineer-in-charge's notice, the Engineer-in-charge will assess the cost of having the Defect corrected, and recover 1.5 times of this amount from the payments (including CAPEX and OPEX amount) due to the Contractor or retention money.

Note: *Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer-in-charge will certify payments to Contractor accordingly and the Contractor shall be bound by the same.*

35. ISSUANCE OF CERTIFICATE OF CONSTRUCTION COMPLETION

- 35.1 Upon being satisfied that the quality work has been executed by the Contractor in accordance with the Conditions of Contract, Scope of Work & Specifications, Procuring Entity's requirements, Drawings, etc., and also upon the Tests having been conducted successfully the Engineer-in-charge shall issue a Certificate of Development Completion signifying completion of construction of Works and commencement of Defects Liability Period and Operation & Maintenance Period. However no certificate shall be issued nor shall the work be considered to be complete until the Contractor has cleared all scaffolding, surplus materials, garbage and all huts and sanitary arrangements set up for the labour at the site and cleaned off the dirt from work.

D. COST CONTROL

36. BILL OF QUANTITIES

- 36.1. The Bill of Quantities shall contain items for the construction, installation, testing and commissioning of work to be done by the Contractor.
- 36.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of work done at the rate in the Bill of Quantities for each item.

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37. CHANGE IN THE QUANTITIES

- 37.1. The Engineer-in-charge shall have power to make any variations, alterations omission, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear 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 which may be given to him in writing, signed by the Engineer-in-charge. Such alterations/ additions/substitutions shall not invalidate the contract and shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work. The time of completion of the work shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.
- 37.2. If the final quantity of work done differs from the quantity in the Bill of Quantities for the particular item by more than 25% (twenty-five percent) provided the change exceeds 1% (one percent) of initial Contract Price, the Engineer-in-charge shall adjust the rate to allow for the change, duly considering.
 - a) Justification for rate adjustment as furnished by the Contractor.
 - b) Economies resulting from increase in quantities by way of reduced plant, equipment and overhead costs.
 - c) Entitlement of the Contractor to compensation events where such events are caused by any additional work.
 - d) The revised rates will be applicable to the quantity that exceeds 25% (twenty five percent) limit and not on the entire quantity.
- 37.3. The Engineer-in-charge shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15% (fifteen percent), except with the prior approval of the Procuring Entity.
- 37.4. If requested by the Engineer-in-charge, the Contractor shall provide the Engineer-in-charge with a detailed cost breakdown of any rate in the Bill of Quantities.

38. VARIATIONS

- 38.1. All variations shall be included in updated Programmes produced by the Contractor.

39. PAYMENT FOR VARIATIONS

- 39.1. The Contractor shall provide the Engineer-in-charge with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer-in-charge. The Engineer-in-charge shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Engineer-in-charge and before the Variation is ordered.
- 39.2. If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer-in-charge, the quantity of work above the limit stated in Clause 37 or the timing of its execution do not cause the cost per unit of quantity to

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change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

- 39.3. If the Contractor's quotation is unreasonable, the Engineer-in-charge may order the Variation and make a change to the Contract Price which shall be based on Engineer-in-charge's own forecast of the effects of the Variation on the Contractor's cost.
- 39.4. If the Engineer-in-charge decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 39.5. The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

40. CASH FLOW FORECASTS

- 40.1. When the Programme is updated, the Contractor is to provide the Engineer-in-charge with an updated cash flow forecast.

41. PAYMENT CERTIFICATES

- 41.1. The Contractor shall submit to the Engineer-in-charge monthly statements/ bills of the estimated value of the Work completed less the cumulative amount certified previously, along with copies of the following documents:-

- (i) Measurements and quantities of items of work done since last bill.
- (ii) Copies of quality control tests in specified format covering the work done since last bill.
- (iii) Copies of instructions recorded in the instruction book containing the instructions and compliance made thereof, covering the work done since last bill.

The Contractor shall submit all bills as per the format prescribed by the Engineer-in-charge.

- 41.2. The Engineer-in-charge shall check the Contractor's monthly statements within thirty (30) days and certify the amount to be paid to the Contractor after taking into account any deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law, and the credit or debit for the month in question in respect of materials for the works in the relevant amounts. The Contractor shall be required to sign the corrections made, if any, in token of acceptance of the same, before release of payment.
- 41.3. The value of work executed shall be determined by the Engineer-in-charge.
- 41.4. The value of work executed shall include the valuation of Variations and Compensation Events. The Contractor shall be deemed to have waived off all claims not included in such bills/statements and will have no right to enforce any claim not so included, whatsoever be the circumstances.

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- 41.5. The Engineer-in-charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in light of later information.

42. PAYMENTS

- 42.1. The Procuring Entity shall pay the Contractor the amounts certified by the Engineer-in-charge as per the stages of payment set forth in the Contract Data.
- 42.2. Items of the Project/Works, for which no rate or price or percentage of lump sum rate has been entered in, will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.
- 42.3. Any excess payment made to the Contractor inadvertently or otherwise under this Contract or on any account whatsoever and any other sum found to be due to the Government by the Contractor in respect of this Contract shall be recoverable from the performance security and/ or retention money of the Contractor and/ or from any payments due to the Contractor.
- 42.4. The Engineer-in-charge may refuse or suspend payments on account of a work when executed by a firm or by a Contractor described in his bid as a firm, unless receipts are signed by all the partners, or one of the partners or an authorized representative of the Contractor who produces a valid authority in writing enabling him to give effectual receipts on behalf of the firm.
- 42.5. All the intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed; and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, re-laid or re-erected, or be considered as an admission of the performance of the contract or any part thereof in any respect of the occurring of any claim, nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way, vary or affect the contract.
- 42.6. The receipt of the Accountant or Clerk for any money paid by the Contractor to the Procuring Entity will not be considered as a receipt of payment to the Engineer-in-charge and the Contractor shall be responsible for ensuring that he procures a receipt duly signed by the Engineer-in-charge.

43. COMPENSATION EVENTS

- 43.1. The following are Compensation Events unless they are caused by the Contractor:
- The Engineer-in-charge does not give access to a part of the Site as stipulated in Clause 22 by the Site Possession Date stated in the **Contract Data**.
 - The Procuring Entity modifies the schedule of other Contractors in a way which affects the work of the Contractor under the Contract.
 - The Engineer-in-charge orders a delay or does not issue/ approve drawings, specifications and /or instructions required for execution of Works on time.
 - The Engineer-in-charge gives an instruction for dealing with an unforeseen condition, caused

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by the Procuring Entity, or other reasons.

- e) The effect on the Contractor of any of the Procuring Entity's Risks.
 - f) The Engineer-in-charge unreasonably delays issuing of Development Completion Certificate.
 - g) Other Compensation Events listed in the **Contract Data** or mentioned in the Contract.
- 43.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Engineer-in-charge shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 43.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer-in-charge and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer-in-charge shall adjust the Contract Price based on Engineer-in-charge's own forecast. The Engineer-in-charge will assume that the Contractor will react competently and promptly to the event.
- 43.4. The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer-in-charge.

44. TAXES

The rates quoted by the Contractor shall be deemed to be inclusive of all the taxes (including GST), levies, etc. including their variations as notified by the concerned authority from time to time during contract period and also of all the new taxes and levies that may be imposed by the competent authority that will be borne by the Contractor. The Engineer on behalf of the Procuring Entity will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax that may be levied in India on profits made or otherwise by it in respect of the Contract.

The Contractor shall comply with the proper bye-laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.

45. CURRENCIES

All payments shall be made in Indian Rupees.

46. PRICE ADJUSTMENT

- 46.1. Contract price shall be adjusted for increase or decrease in rates of specified components only in accordance with the following principles and procedures and as per formula given in the **Contract Data**:

- (a) The price adjustment shall apply for the work done from the start date given in the

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Contract Data upto end of the initial intended completion date or extensions granted by the Engineer-in-charge. However for the work done during the period for which extension has been granted by the Engineer-in-charge, the price adjustment shall be made using either the rates/prices prevailing at the time of intended date of completion, or the rates/prices as prevailing for the period under consideration, whichever is less.

- (b) The price adjustment shall be determined during each month from the formula given in the **Contract Data**. It will exclude value for works executed under variations for which rates will be worked separately based on the terms mutually agreed.

(No price adjustment is to be paid for the work done in first six months from the date of allotment of work irrespective of the time period specified except for bitumen component in case of road works for which (a) above shall apply)

- 46.2. 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 clauses in the contract, the bid price shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

47. RETENTION MONEY (SECURITY DEPOSIT)

- 47.1. The Procuring Entity shall retain 5% (five percent) of the amount of each payment due to the Contractor until Completion of whole of the Project/Works to cover the cost that may be involved in removal of defects, imperfections or taking remedial measures in the work executed.
- 47.2. 50% (fifty percent) of the total amount retained shall be repaid to the Contractor upon completion of construction of the whole of the Project/ Work as certified satisfactory by the Engineer-in-charge with respect to removal of all defects, imperfections, short comings and taking remedial measures, that may be necessary and after recording of final measurements of work done, for which the certificate of the Engineer-in-charge would be conclusive.
- 47.3. The remaining amount of the retained money shall be repaid upon expiry of the Operations and Maintenance Period, and after the Engineer-in-charge has satisfied itself that the Contractor before the end of this Period has corrected all the defects pointed out to it.

48. LIQUIDATED DAMAGES

- 48.1. The Contractor shall ensure due diligence to achieve progress of work not less than that indicated in the following milestones:-

i)	On lapse of 25% contractual time	:	10%
ii)	On lapse of 50% contractual time	:	30%
iii)	On lapse of 75% contractual time	:	65%
iv)	On lapse of 100% (full) contractual time	:	100%

In case of default, the Contractor shall, notwithstanding issuance of a prior notice in this regard, pay prospectively as liquidated damages an amount 0.5% (half percent) of the amount of Contract or such lesser amount that the Engineer-in-charge may levy on behalf of the Procuring Entity, for every week of the period for which the work remains un-commenced after ten (10) days of the issue of acceptance letter; or the minimum progress of work stated above is not achieved; or the work remains unfinished after the completion date.

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- 48.2. In case of continued default or shortfall in progress, the Engineer-in-charge may go on enhancing the levy of liquidated damages, each time limited to 0.5% (half percent) of the amount of contract per week of further default subject to maximum limit of 7.5% (Seven point five percent) of the Contract value.
- 48.3. The Procuring Entity on representation from Contractor and after hearing both the Engineer-in-charge and Contractor may reduce the amount of liquidated damages after passing speaking orders and his decision in writing shall be final and binding.
- 48.4. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer-in-charge shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
- 48.5. If the Contractor fails to comply with the time for completion as stipulated in the tender, then the Contractor shall pay to the Procuring Entity (through the Engineer-in-charge), the relevant sum stated in the **Contract Data** 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 Contract Data.

49. **ADVANCE PAYMENT**

- 49.1. The Engineer-in-charge on behalf of the Procuring Entity shall make advance payment to the Contractor of the amounts upto 5% (five percent) of the Contract amount (excluding maintenance cost, if any) or the amount mentioned in Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in favour of the Procuring Entity, in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to 110% (one hundred and ten percent) of the amount of advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest @9% per annum shall be charged on the advance payment.
- 49.2. The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer-in-charge.
- 49.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, Price Adjustments, Compensation Events, or Liquidated Damages.

50. **SECURED ADVANCE**

- 50.1. The Contractor, on signing an indenture in the form to be specified by the Engineer-in-charge, shall be entitled to be paid, during the execution of Work, upto 75% (seventy five percent) of the estimated value of any materials, which, in the opinion of the Engineer-in-charge, are non-perishable and which have been procured and adequately stored against damage, but which have not been incorporated in the works at the time of making advance.

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This secured advance shall be subject to the following :

- a) The materials are in accordance with the specification for Works;
- b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer-in-charge. The Contractor shall store the bulk material in measurable stacks;
- c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer-in-charge and such records shall be available for inspection by the Engineer-in-charge;
- d) The Contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer-in-charge for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;
- e) Ownership of such materials shall be deemed to vest in the Procuring Entity for which the Contractor has submitted an Indemnity Bond in an acceptable format; and
- f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer-in-charge.

51. SECURITIES

51.1 Performance Security

- (i) The Performance Security Bank Guarantee (including additional security for unbalanced bids) shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity and denominated in Indian Rupees. The Performance Security Bank Guarantee shall be in favour of the Procuring Entity and valid until sixty (60) days beyond the expiry of the Contract Period including the O&M Period. The additional security for unbalanced bids shall be valid until a date thirty (30) days from the issue of the Certificate of Performance Completion.
- (ii) The Performance Security Bank Guarantee shall be unconditional and irrevocable and issued by a scheduled Bank in India in the prescribed format. The Bank Guarantee shall be got verified from the issuing bank and confirmor, if any.
- (iii) The Contractor shall be responsible to maintain the validity and enforceability of the Bank Guarantee at all times during the Contract Period including any extension thereof by way of time to time renewals which shall be done atleast 20 (twenty) days prior to expiry of the previous period. In the event, the Contractor fails to provide the renewed Bank Guarantee for the extended period within the aforesaid time period the Procuring Entity, the Procuring Entity may claim the full amount of the performance security. Upon such claim/ revocation, the Contractor shall be liable to provide a fresh Bank Guarantee for the requisite amount.

51.2 Additional Performance Security

- (i) If the Bid, which results in the lowest evaluated bid price, is seriously imbalanced or front loaded in the opinion of the Procuring Entity, by more than or less than 25% in relation to

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the Procuring Entity's estimate of the cost of work to be performed under the Contract, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased)to a maximum of 20% of the bid value of such items(at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default by the successful Bidder under the Contract.

- (ii) Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer-in-charge determines an addition to the Contract Price as a result of a change in Cost, or as a result of a Variation of the Contract Price, the Contractor shall at the Engineer-in-charge's request promptly increase the Performance security to a level of 10 percent of the increased Contract Price.
 - (iii) The Performance Security (including additional security for unbalanced bids) shall be provided to the Engineer-in-charge on behalf of the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity and denominated in Indian Rupees. The Performance Security shall be in favour of the Procuring Entity and valid until a date sixty (60) days pursuant to the date of expiry of the Operations & Maintenance Period and the additional security for unbalanced bids shall be valid until a date thirty (30) days from the issue of the Certificate of Construction Completion.
- 51.3 The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below :
- i. when the Contractor does not execute the agreement within the specified time after issue of letter of acceptance/ placement of work order; or
 - ii. when the Contractor fails to commence the work within the time specified; or
 - iii. when the Contractor fails to complete the work satisfactorily within the time specified; or
 - iv. when any terms and conditions of the contract is breached by the Contractor; or
 - v. failure by the Contractor to pay the Procuring Entity any amount due, either as agreed by the Contractor or determined under any of the Sub-Clauses of these Conditions or another agreement, within 30 Days of the service of notice to this effect by Engineer-in-Charge.
- 51.4 The Procuring Entity shall return the Performance Security to the Contractor as below after completion of all obligations under the Contract, more specifically, after the expiry of 60 (sixty) days from the end of the Contract Period provided there are no outstanding claims of the Procuring Entity against the Contractor.

In the event of the Contract being determined or rescinded due to default of the Contractor, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Procuring Entity.

52. COST OF REPAIRS

- 52.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start

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Date and the end of the Operation & Maintenance Period shall be remedied by the Contractor at Contractor's cost for any loss or damage.

E. FINISHING THE CONTRACT

53. COMPLETION

- 53.1. The Contractor shall request the Engineer-in-charge to issue a Project Completion Certificate of the Completed Works and the Engineer-in-charge along with other concerned experts and concerned Engineers from Municipal Corporation Amritsar, within thirty (30) days of the receipt of such request, shall inspect the Work. If there is no defect in the Work, the Engineer-in-charge shall furnish the Contractor with such a certificate of Project completion. In the event, some defects or shortcoming or non-compliance is noticed by the Engineer-in-charge, the Contractor shall be liable to repair such defects and remove the deficiencies pointed out within the period specified. In the event, the Contractor fails to do so the Procuring Entity may get the works rectified at the risk and cost of the Contractor. Further, the Contractor shall be liable to pay Damages @ 0.02% of the Contract Price for each day of delay until the work is done.

54. TAKING OVER

- 54.1. Atleast 20 (twenty) days prior to completion of the Operation and Maintenance Period, the Contractor may apply by notice to the Engineer-in-charge for Taking-Over Certificate for taking over the Spaces/ Works by Municipal Corporation Amritsar. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. The Engineer-in-charge shall, after receiving the Contractor's application :
- i. Issue the Taking-Over Certificate to the Contractor, provided there are no defects or deficiencies; or
 - ii. Reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

55. FINAL ACCOUNT

- 55.1. The Contractor shall supply to the Engineer-in-charge a detailed account of the total amount that the Contractor considers payable under the Contract after the end of construction/ improvement works. The Engineer-in-charge shall issue the Certificate of Development Completion and certify any final payment that is due to the Contractor within sixty (60) days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer-in-charge shall issue within forty 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 Engineer-in-charge shall decide on the amount payable to the Contractor and issue a payment certificate, within thirty (30) days of receiving the Contractor's revised account.

56. MANUALS & REGISTERS

- 56.1. If "as built" Drawings and/ or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **Contract Data**.
- 56.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **Contract Data**, or they do not receive the Engineer-in-charge's approval, the Engineer-in-

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charge shall withhold the amount stated in the **Contract Data** from payments due to the Contractor.

56.3. The Contractor shall also furnish, if so desired by the Engineer-in-charge, the following documents duly signed by him or his authorized representatives:

- i) Variation statement showing the altered items, if any against those provided in the original drawings.
- ii) Original site instruction book.
- iii) Original registers for various quality control tests as specified.
- iv) Register of consumption of all the materials.

57. TERMINATION

57.1. The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, fourteen (14) days notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Engineer-in-charge.

57.2. Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer-in-charge;
- (b) the Procuring Entity or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer-in-charge 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 Engineer-in-charge;
- (d) the Contractor does not maintain a security which is required;
- (e) 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 defined in the **Contract Data**; and
- (f) If the Contractor, in the judgment of the Engineer-in-charge or the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (g) If the Contractor, having been given a notice in writing by the Engineer-in-charge, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un workman – like manner or not in accordance with sound Engineer-in-chargeing practices or without complying with the directions and requirements or the Contractor continues to be in default of its Operation & Maintenance related obligations, within a period of ten (10) days of the issue of said notice.

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- (h) If the Contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
- (i) If the Contractor has not completed at least 40% (forty percent) of the value of developmental/ beautification works required to be completed after half of the completion period has elapsed.
- (j) If the Contractor persistently neglects to carry out his obligations under the Contract and/ or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within fifteen Days after a notice in writing is given to him on that behalf by the Engineer-in-charge
- (k) If the Contractor commits any acts of defaults with respect to conditions of contract.

- 57.3. Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.
- 57.4. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 57.5. After the termination of the Contract under this clause, the Procuring Entity shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The Contractor shall have no claim against the Procuring Entity in this regard.

58. PAYMENT UPON TERMINATION

- 58.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-charge shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less 5% (five percent) of the Contract value towards compensation for the breach of Contract. The total amount of liquidated damages and compensation for breach of Contract shall, however, be limited to 7.5% of the Contract value or the amount available with the Engineer-in-charge (in the shape of retention money, performance security and due amount of work done if any), whichever is less. The requisite amount for which the Contractor may become liable shall be realized by encashing the performance security furnished by the Contractor and/ or from other amounts due to the Contractor in respect of this work.
- 58.2. If the Contract is terminated at the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Engineer-in-charge shall issue a certificate for the value of the work done. This work value shall take into account the cost of balance material brought by the Contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works. The advance payment received upto to the date of the certificate, other recoveries due in terms of the contract and the taxes due to be deducted at source as per applicable law, shall be deducted from the work value.

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58.3. No Compensation for Alteration in or Restriction in Works

If at any time after the commencement of the work the Government, for any reason whatsoever, does not require the whole Project/Works or part thereof to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

59. PROPERTY

- 59.1. All materials on the Site, Plant, Equipment, Temporary works and Works are deemed to be the property of the Procuring Entity, if the Contract is terminated as per Clause 57.2 above because of Contractor's default.

60. RELEASE FOR PERFORMANCE

- 60.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor the Engineer-in-charge 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.

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(ii) CONDITIONS OF PARTICULAR APPLICATION [COPA]

1. Contractors are advised to inspect the Site of Work before tendering.
2. All the Works shall be carried out as per Specification and instructions of Engineer-in-charge.
3. The conditional tender shall be liable to be rejected.
4. The quantities are liable to vary on either side to any extent as per actual requirement of work for which no claim whatsoever by the contractor shall be entertained.
5. Job mix for all granular works etc. will have to be got prepared from reputed institute as directed by the Engineer-in-charge and submitted for approval by competent authority. The entire ingredient required for job mix will be collected and sealed in a presence of Engineer-in-charge and sent for preparation of job mix. If during execution of work there is change in grading of stone Aggregate, fresh job mix is to be got prepared.
6. Any recovery imposed by Technical Audit cell or by higher authority will be deducted from Contractors running final bills during execution of works and will be adjusted from performance security if final bill is processed during Operation & Maintenance Period.
7. All the Defects appeared during execution of work will have to be rectified as directed by Engineer-in-charge within shortest possible time. During Operation & Maintenance Period, the Contractor will deploy sufficient staff as mentioned in the Contract document for proper maintenance of work. If Contractor fails to attend the defects within reasonable time period, the same will be got rectified by the Procuring Entity and all expense so incurred will be adjusted from performance security of the Contractor.
8. The Contractor will adopt PERT to complete the project in time. A detailed program and weekly working program will have to be submitted by Contractor regularly.
9. Role of Consultant Appointed by ASCL as per Smart City Guidelines : Notwithstanding any other provision under the Contract the Project Management Consultant (PMC) appointed by ASCL as per the guidelines of Smart City shall be responsible for all activities as defined in Smart City guide lines including Quality & Safety.
10. The Contractor is expected for innovative ideas and suggestion in design in such a way that there is no impact on the contract value and shall comply with the specification as mentioned in the tender. Contractor shall take prior approval of Engineer-in-Charge before commencement of any work. Prior to commencement of the Tests on Completion, the Contractor shall prepare, and submit to the Procuring Entity's Representative, operation and maintenance manuals in accordance with the Procuring Entity's Requirements and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall

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not be considered to be completed for the purposes of taking-over until such operation and maintenance manuals have been submitted to the Procuring Entity's Representative for the entire system.

11. In case any operation connected with the works necessitates diversion, obstruction or closure of any road or any other right of way, the approval of the Engineer-in-charge or the Engineer's Representative and the respective competent authorities shall be obtained well in advance by the Contractor. In case the Contractor's operations obstruct access to adjacent properties, the Contractor shall be responsible to provide reasonable temporary access to the affected parties. The Contractor will also be responsible to ensure completion of his work with utmost effort in earliest possible period to ensure minimum inconvenience to the public at large. If in the opinion of the Engineer-in-Charge, the work has not been done in time and the passage way not restored satisfactorily in time, he may after giving a notice of seven days have the work done through any other agency. He will in these circumstances enter the work done as work done by the contractor in measurement book and pay for the same to the contractor and also recover the actual cost paid by him for the work plus 5% of the value of this work from the payments or any other money due to the contractor.
12. During the execution of work electricity and water supply will be in the scope of contractor. However during Defect Liability Period and O&M Period, water & electricity shall be supplied free of cost by the Municipal Corporation Amritsar.
13. The Contractor shall place order for the material and the equipment only after approval of the Engineer-in-charge. The Contractor shall submit the detailed drawings to the Engineer-in-charge for approval. All the horticulture items (shrubs, trees, groundcovers, climbers, hedges, etc.) to be approved from the Engineer-in-charge prior to planting on site. Provided however, the testing, approval for dispatching shall not absolve the Contractor's obligations for satisfactory performance of the equipment/material.

14. **Extension of Operation and Maintenance Period**

The Operations & Maintenance Period may be extended for another period of 3 (three) years based on such terms as acceptable to both Parties i.e. the Contractor and the Amritsar Smart City Limited/ Amritsar Municipal Corporation.

In such an event, either Party shall notify its intention to extend the Operations & Maintenance Period at least 6 (six) months before its expiry and commence discussions with the other Party to arrive at a mutually agreed basis of terms and conditions for the extended period.

15. **Good Engineering Practice**

In respect of the Contractor, its subcontractors, and all other such third party agents of the Contractor, practices, methods, techniques and standards, as changed from time to time, that are generally accepted for use internationally for beautification Spaces & park and all other facility during construction, development, operations and maintenance, taking into account conditions in India.

SECTION VI B: SPECIAL CONDITIONS OF CONTRACT**OR****CONTRACT DATA**

Name of the Project/Works : **Development and Beautification of Spaces below Flyovers at Amritsar under Smart City Mission (Phase-1 : Civil & Horticulture) with 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period**

Contract Identification No. :

The Contract Data hereunder pertains to some specific, but in no way exhaustive, information on the Project/Works. The Bidders are required to study and account for this data in conjunction to various other Sections of the Document. GCC stands for 'General Conditions of Contract'.

CONDITIONS	REF. GCC CLAUSE	DATA
Procuring Entity's name and address	1.1	CHIEF EXECUTIVE OFFICER Amritsar Smart City Limited. II Floor, SCO-21, District Shopping Centre B-Block, Ranjit Avenue, Amritsar, Punjab, Tel: 0183-5015048 E-mail : : ceoasclasr@gmail.com
Authorized representative of the Procuring Entity	1.1	To be named later on
Engineer-in-charge's name and address	1.1	To be named later on
Defect Liability Period & Operation & Maintenance Period	1.1	<u>Defect Liability Period:</u> One year from the date of successful completion of execution phase and it will also include operation of the works. <u>Operation and Maintenance Period:</u> A period of 60 months from the date of issuance of Certificate of Construction Completion
Start Date	1.1	The Works shall be commenced from the date of signing of the Contract.
Intended Date of Completion	1.1 & 14	The intended completion date for the whole construction works in 9 (nine) months after start of work
Additional document that also form part of contact	2.3 (i)	Scope of Project; Specifications; BoQ

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The law which applies to the Contract	3.1	The Law of the Union of India and the language shall be English			
Amounts of Insurance & Deduction by Engineer-in-charge	13.1	Item	Amount to be Insured		Deductibles
		A.	Loss of or damage to the works, Plants and materials	10% of contract value	Deductibles for insurance shall be as per latest tariff of General Insurance Company of India plus 20% of premium amount for items A, B, C & D
		B.	Loss of or damage to equipments	2.5% of contract value	
		C.	Loss of or damage to property (except the works, plant, Materials, and Equipment) in Connection with the contract:	1% of contract value	
		D.	Personal injury or death	Rs. 2 lacs per occurrences for maximum three occurrences	
Project Sites	22.1	(i) Spaces under Bhandari Bridge Flyover; (ii) Spaces under Kichlu Flyover; (iii) Spaces under Taranwala flyover on GT Road.			
The Period of Submission of the Programme for approval of Engineer-in-charge	26	(a) twenty one (21) days from the issue of Letter of Acceptance (b) The updated program shall be submitted at interval of 30 (thirty) days. (c) The amount to be withheld for late submission of an updated program shall be Rs. 20,000/- (twenty thousand rupees)			
Variation	38	No increase in rates of any items specified in Bill of Quantity is allowed due to variation in quantities			
Stages of Payment	42	80% (Eighty percent) of the CAPEX amount incurred by the Contractor shall be payable during the implementation			

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		<p>phase of 09 months and remaining CAPEX amount of 20% (Twenty percent) shall be payable quarterly during the O&M period. The payments shall be made after making the requisite deductions as required to be made by the Procuring Entity on account of liquidated damages, retention money or otherwise in accordance with the Conditions of Contract.</p> <p>During the implementation period, payments will only be paid when the Contractor will raise the invoice after achieving a particular milestone. The Contractor shall ensure due diligence to achieve progress of work not less than that indicated in the following milestones of equivalent value of Contract price percentage :-</p> <ul style="list-style-type: none"> i) On lapse of 25% contractual time : 10% ii) On lapse of 50% contractual time : 30% iii) On lapse of 75% contractual time : 65% iv) On lapse of 100% (full) contractual time : 100% <p>OPEX amount shall be payable quarterly during the O&M Period subject to satisfactory performance by the Contractor.</p> <p>Final payment will be made after successful handing over of all the sites/ sections to Municipal Corporation, Amritsar.</p>
The currency of the Contract	45	Indian Rupees
The formula (e) for adjustment of prices	46	No Price Adjustment is applicable on this Contract
Taking Over	54	<p>Taking Over after the expiry of Operation & Maintenance Period</p> <p>54.1 Two months prior to the expiry period, the Procuring Entity/ Municipal Corporation Amritsar (MCA) will notify the Contractor, the maintenance required for the facilities including all structures of spaces may be taken over in an acceptable physical conditions (physical conditions in reference to the initial physical condition at the start of O&M period, after accounting reasonable wear and tear during operation) and in</p>

	<p>operation conditions.</p> <p>Notwithstanding to the notification done by Procuring Entity/ MCA as above, the Contractor shall repair, maintain and operate the spaces as per the terms and conditions of this contract, till 12.00 Noon up to the date of expiry of the Contract Period.</p> <p>54.2 The Contractor shall be liable to repair for all defects of the spaces occurred or noticed prior to the 12.00 Noon, up to the date of expiry of contract, even if the facilities are taken over by the Procuring Entity/ MCA subsequently, due to expiry of contract period, as per Clause 54.1 above. However, the MCA has to notify all such defects/liabilities of Contractor within 30 days of taking over of facilities.</p> <p>54.3 On expiry of contract, the Contractor shall hand over all spares, tools for which he has been paid.</p> <p>54.4 After, expiry of the Contract, the Contractor shall provide two copies of the updated O&M manual. The components of communication system used during O&M period in operating condition, the T&P required for maintenance of facilities.</p> <p>54.5 If the Contractor does not comply with any of the provisions of Clause 54, or any other requirement in pursuance of Good Industrial Practices, the Engineer – In-charge shall estimate the cost of liabilities due to violation of any of the provisions of this contract. Such estimates made by Engineer-In-Charge shall be final and binding for the Contractor. However, in a reasonable endeavor, such estimates shall be communicated to the Contractor, within 15 days of expiry of the Contract. The Contractor shall be given an opportunity to rectify the damages through his staff/agents, or for supply of required material provided such rectification of defects on maintenance do not require any shut down of the system, within 30 days of such notification of estimates by Procuring Entity/ MCA.</p> <p>54.6 After the date of expiry of contract and recoveries of</p>
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		<p>all dues payable by the Contractor, the Engineer-In-Charge shall issue a "Certificate of Taking over."</p> <p>Till the date of expiry of Contract Period, the contractor shall do all routine and periodic/break-down maintenance as prescribed in the O&M manual, in force, at the time of expiry of contract.</p>
(i) "as built" Drawings (ii) schedule of submission of operating and Maintenance manual:	56.1	<p>(i) On completion of work, Contractor shall submit one complete set of original tracings developed in Auto CAD, soft copy in CD in PDF as well as editable form and two prints of "Completion/As Built" Drawings (in scale as directed) to the Engineer-in-charge/ Procuring Entity. These Drawings shall be accurate and correct in all respects and shall be shown to and approved by the Engineer-in-charge. The date by which "as-built" Drawings (in scale as directed) are required is within 28 (twenty eight) days of issue of certificate of completion of whole works.</p> <p>(ii) The Implementing Agency shall submit an Operating and Maintenance Manual at least 3 months prior to the completion of Contract Period for review of the Procuring Entity/ MCA. Updated Manual must be submitted as per clause 54.</p>
The amount to be withheld for failing to supply "as built" drawings, if any, by the date required	56.2	Rs. 1,00,000/- (Rupees One Lakh) or 1% (one percent) of the Contract amount, whichever is higher

SECTION VI C: CONTRACT FORMS

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1. Letter of Acceptance/ Notification of Award
2. Contract Agreement
3. Performance Security
4. Annexure A: Compliance with the Code of integrity and No Conflict of interest
5. Annexure B: Declaration by the Bidder regarding Qualifications

NOTIFICATION OF AWARD

Dated: _____

To

(Name and address of the Successful Bidder)

Subject: Development and Beautification of Spaces Below Flyovers at Amritsar under Smart City Mission (Phase – I : Civil & Horticulture Works) 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period; Bid Reference No. 07/ASCL/2019-20

This is to notify you that your Bid dated _____ for execution of the “Development and Beautification of Spaces Below Flyovers at Amritsar under Smart City Mission (Phase – I : Civil & Horticulture Works) 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period” bearing Bid Ref. No. ____/ASCL/2019-20” for the Accepted Contract Amount of **Rs. _____ (INR in words)**, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by Amritsar Smart City Limited and you are hereby declared as the Successful Bidder.

You, the Successful Bidder, is requested to return the duly signed and stamped duplicate copy of this Letter of Acceptance/ Notification of Award within 7 (seven) days from the date of receipt of this LoA, as a token of the receipt and acknowledgment of this LoA, and undertaking of absolute, unconditional and unqualified compliance of the conditions mentioned herein.

Further, you are requested to furnish the Performance Security for an amount of **Rs. _____ (Rupees in words)** in favour of “Chief Executive Officer, Amritsar Smart City Limited” within 15 (Fifteen) days of the receipt of this Letter of Acceptance/ Notification of Award, in accordance with the Conditions of Contract, using for that purpose the Performance Security Form enclosed herewith. Such Performance Security shall be valid up to 60 days beyond the expiry of the Operation and Maintenance Period.

Upon the Performance Security being furnished by you, the Successful Bidder, for the requisite amount and in the format at prescribed, Amritsar Smart City Limited shall execute the Contract Agreement with you. Accordingly, it is requested that stamp paper of appropriate value (purchased from the State of Punjab) be provided to the Amritsar Smart City Limited for the said purpose.

Chief Executive Officer
Amritsar Smart City Limited
Amritsar

Contract Agreement format

(on non-judicial stamp paper of appropriate value)

THIS AGREEMENT made on _____ day of _____ 2019 amongst the following at Amritsar:

Amritsar Smart City Limited acting through its Chief Executive Officer, and having its office at SCO, 21, 2nd Floor, Distt. Shopping Complex, B-Block, Ranjit Avenue, Amritsar, Punjab (hereinafter “the Employer” which expression unless repugnant to the context includes its successors, representatives and permitted assigns);

AND

_____ acting through _____ and having its office at _____ (hereinafter “the Contractor” which expression unless repugnant to the context includes its successors, legal heirs, representatives and permitted assigns).

The Employer and Contractor are hereinafter referred to individually as a Party and collectively as the Parties.

WHEREAS

- A. the Employer desires that the Works known as **Development and Beautification of Spaces Below Flyovers at Amritsar under Smart City Mission (Phase – I : Civil & Horticulture Works) 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period** (the “Project”) should be executed by the Contractor, and has officially accepted the Bid dated _____ by the Contractor for the execution and completion of the Works forming part of the Project as per the terms of the RFP and the Conditions of Contract (GCC & PCC);
- B. Notification of Award bearing no. _____ dated _____ has been issued by Employer and in pursuance of the same, the Contractor has furnished Performance Security in the form of Bank Guarantee for an amount of Rs._____ (Rupees in words) in favour of Chief Executive Officer, Amritsar Smart City Limited, Amritsar;

Now the Parties 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. The following documents shall be deemed to form and be read and construed as part of this Agreement. The obligations of the parties towards each other mentioned in the following documents shall be construed to be arising under this Agreement. This Agreement shall prevail over all other Contract documents:
 - (a) Letter of Acceptance
 - (b) Notice to proceed with the works, if any
 - (c) Bidding Document (Request for Proposal)
 - (d) Contractor’s Bid (Technical Part & Financial Part)
 - (e) Addendum, Corrigendum & Clarifications, if any

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- (f) Contract Data
 - (g) Special Conditions of Contract
 - (h) General Conditions of contract
 - (i) Specifications
 - (j) Drawings
 - (k) Bill of Quantities
 - (l) Payment Schedule and
 - (m) Any other document listed in the Contract Data / PCC as forming part of the contract
3. In consideration of the payments to be made by the Employer to the Contractor as specified 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.
 4. The Employer shall not be liable to the Contractor under this Agreement for any loss of profit, loss of revenue or any other indirect or remote or consequential damages that may be suffered by the Contractor. Further, the Contractor shall not be entitled for any interest from Employer for any payment delayed for reasons, whatsoever may be.
 5. 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.
 6. The Contractor shall execute the work as per the terms, conditions, designs and specifications given by the Employer. After successful completion of the Project including the Operation and Maintenance Period, the Contractor shall co-ordinate with the concerned department viz. Municipal Corporation, Amritsar for Taking Over of Project in accordance with the RFP (Taking Over of Works and Sections).

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

Signed by:

For and on behalf of the
Employer:

Signed by:

For and on behalf of the
Contractor:

In the presence of:

Witness 1.:

Witness 2.:

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BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,

Beneficiary: Chief Executive Officer
Amritsar Smart City Limited,
SCO 21, 2nd Floor,
Distt. Shopping Complex,
B-Block, Ranjit Avenue,
Amritsar

Performance Guarantee No.:

WHEREAS M/s (name and address) (hereinafter called the "Contractor") has undertaken to execute **Development and Beautification of Spaces Below Flyovers at Amritsar under Smart City Mission (Phase – I : Civil & Horticulture Works) 05 (five) years of Operation & Maintenance including 01 (one) year of Defect Liability Period** (name of Contract and brief description of Works) (hereinafter called the "Contract") vide Letter of Acceptance/ Notification of Award No. _____ dated _____.

AND WHEREAS it has been stipulated by you in the said Letter of Acceptance/ Notification of Award that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the obligation in accordance with the Contract.

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

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

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contractor of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and where by waive notice of any such change, addition of modification.

That Guarantee shall be valid until 60 (sixty) days from the date of expiry of the Operation and Maintenance Period.

Signature and seal of the Guarantor

Name of Bank

Address

Dated

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Annexure A: Compliance with the Code of integrity and No Conflict of interest

Any person participating in a procurement process shall –

- a. Not offer any bribe reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or otherwise influence the procurement process;
- b. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, famines and progress of the procurement process;
- d. Not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. Not obstruct any investigation or audit of a procurement process;
- g. Disclose conflict of interest, if any; and
- h. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity at state, National and International Level.

Conflict of interest:

The Bidder participating in a bidding process must not have a conflict of interest.

A Conflict of interest is considered to be a situation in which a party has Interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with palpable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if , including but not limited to :

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties , that puts them in a position to have access to information about or influence on the Bid of another Bidder , or influence the decisions of the procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the the Bidder is

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involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or

- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or services that are the subject of the Bid; or
- g. The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Signature of Tenderer with seal

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

1. I/ We, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work under Government of India or Govt. of Punjab nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand(s) and agree (s) that further qualifying information may be requested and agrees to furnish any such information at the request of the Departmental / Project implementing agency.
5. The under signed are not debarred for contract work by Govt. of Punjab or any other Agency of Government of India or any of the State Governments at present. Or the undersigned was debarred for contract work by for a period of and have completed my/our term.
6. The undersigned has never been convicted by any court of law for any of the offences under any Indian/ foreign laws.

(Signed by an Authorized Signatory of the Bidder)

Designation :

Name of Bidder :

Stamp of the Bidder :

Place :

Date :

PREAMBLE TO BILL OF QUANTITIES & PRICES

1.0 Preamble to Financial BID

1.1 Introduction

The bill of quantities shall be read in conjunction, with the instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.

A) The Bidder shall quote his offer/rates for the Work under this package in the BOQ downloaded from web site only and rates quoted on other BOQ or on old BOQ (if any) shall not be considered. The Bidders are advised to up load the financial bid on latest BOQ downloaded from Web site.

B) Unless stated otherwise, all rates entered in the Bill of quantities shall be deemed to include the following:

(a) Labour and all costs in connection with the execution, completion, testing and commissioning of the work.

(b) The supply of materials, goods, storage and all costs in connection there with including wastage, shrinkage and delivery to Site.

(c) Item of Excavation, dismantling of old Plaster, Bituminous & Granular Courses & CC pavements and Road Restoration shall be measured net as per drawings and no allowance will be made for wastage, working space, bulking or shrinkage, overlaps, re-handling and the like.

(d) Plant, equipment and all costs in connection there with.

(e) Sampling and testing materials and goods, testing workmanship, providing, storing, packing and transporting samples to and from the place of testing.

(f) Fixing, erecting, installing or placing of materials and goods in position.

(g) Disposing of surplus and unsuitable materials and goods and excavated materials, including stacking, storing, loading, transporting and unloading.

(h) All Temporary Works

(i) Construction and maintenance of temporary access roads within the Site and of any roads required for access to any part of the Site for the purpose of carrying out the Works, taking into account that the access roads under the Contractor's maintenance control will also be used by the Procuring Entity and his staff's vehicles.

(j) Construction, maintenance and removal, if required, of temporary Site drainage on the Site, and for ensuring that all drains are kept clear of debris and blockages at all times.

(k) All general obligations, liabilities and risks involved in the execution and maintenance of the Works set forth or reasonably implied in the documents on which the Tender is based.

(l) Establishment charges, overheads and profits.

(m) Co-operating with other contractors if required.

The bidder shall enter rates in G/H schedules for the whole work as mentioned in Bid documents.

Abbreviations used in Bill of quantities and Rates have the meanings shown below.

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mm Millimeter, cm Centimeter, WBM Water bound Macadam road, m Meter IRC Indian Road Congress, Km Kilometer CC Cement Concrete, Sqm Square Meter CM Cement Mortar, Cum Cubic Meter, SFRC Steel Fiber Reinforced Concrete, MT Metric Tones MORTH Ministry of Shipping Road Transport And Highways, SWG Standard Wire Gauge BOQ Bill of Quantity and Prices, RM Running Meter, No. Numbers, CI Cast Iron, MS Mild Steel, RCC Reinforced Cement Concrete, Wt Weight, Kg Kilogram, L.S Lump sum, Dia Diameter, SW Storm water, GMS Galvanized Mild Steel, DI Ductile Iron

2.0 GENERAL

2.1 The Contractor shall be deemed to have read and examined the Tender Documents before quoting the **PERCENTAGE** below/ above or at par based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. The Drawings, Specifications, Schedules etc. are to be considered as explanatory of each other and no advantage shall be taken of any omission in tender documents.

2.2 The Contractor shall be deemed to be fully conversant with and to have made full allowance in his Tender for the site conditions, the nature and complexity of the work to be undertaken, the other extensive development and construction work currently being or which may be executed on and around the Site and all changes in the nature and condition of the Site from that existing at the time of Tender.

2.3 The Tnkey rates quoted in the schedule shall be the all inclusive value for the work described in tender document and be deemed to include for all the Contractor's liabilities and obligations and all risks set forth or implied in the document and all matters and things necessary for the proper construction, of the Works including setting out, plant, labour, supervisor, materials, erection, maintenance, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied in the Contract.

2.4 Classification of soil/rock for payment shall be based on onsite geo-technical investigations by Geological survey of India (GSI).

2.5 Disposal of all excavated material shall be including of all lead and lift and re-handling to disposal point as directed by ENGINEER IN CHARGE.

2.6 The Maintenance charges have been fixed per year as stipulated in Section VI B of Tender Document and indicated in the BOQ. The contractor has to carry out Maintenance for 1st year after taking over certificate without any cost during Defect Liability Period.

2.7 Items Incidental to Work:

Following is the list of items (Indicative Only) incidental to work which are to be executed by Contractor but no separate payment shall be made. This also includes any material, equipment, appliances and incidental work not specifically mentioned herein or noted on the Drawings/Documents as being furnished or installed, but which are necessary and customary to be performed under this contract.

S. No Items Incidental to Work (Indicative Only)

- i. All topographic surveys
- ii. As built drawings
- iii. Traffic diversions arrangements
- iv. Project Staff and manpower
- v. Project Office and Laboratory
- vi. Construction safety equipments
- vii. Environmental and social safeguard compliances
- viii. Any other item necessary and customary to be performed under this contract.

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All items under package shall be ISI marked for which ISI Mark is available.