

CIN: DICDL/DSIR/ABCD/MISC/WTR /01

Request for Qualification
Cum
Request for Proposal

for

Water Supply to ABCD Building in
Dholera Special Investment Region,
Dholera

Dholera Industrial City Development Limited (DICDL)
6th Floor, Block No. 1 and 2, Udhog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India

August 2019

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Instructions to Bidder for e-Tendering

1. Accessing/Purchasing of BID documents

- (i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Employer.

DSC should be in the name of the authorized signatory as authorized in Appendix II or Appendix III of the submitted Bid. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable).

- (ii) To participate in the bidding, it is mandatory for the bidders to get registered their firm with e-tendering portal of the Employer [www.nprocure.com], to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:
- (a) Registration should be valid at least up to the date of submission of BID.
- (b) BIDs can be submitted only during the validity of their registration.
- (c) The amendments / clarifications to the BID document, if any, will be hosted on the Employer's website www.nprocure.com from time to time.
- (iii) The complete BID document can be viewed / downloaded from e-tender portal of the Employer, from the date & time.
- (iv) To participate in bidding, bidders have to pay **Rs. 2,000/-(Rupees Two Thousand Only)** plus 18% GST towards processing fee for BID (non- refundable) in favour of **“Dholera Industrial City Development Limited (DICDL), Gandhinagar”** payable at Gandhinagar and BID Security is also to be furnished by the bidder for an amount of Rs. 24,000/- (Rupees Twenty Four Thousand) in the form of Demand Draft from a scheduled Bank in the name of the Employer payable at Gandhinagar.

2. Preparation & Submission of BIDs:

- (i) The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal.
- (ii) The documents listed in the RFP shall be prepared and scanned in different files (in PDF or JPEG format such that each file size is not more than 2 MB) and uploaded during the on-line submission of BID.
- (iii) Bid must be submitted online only through e-procurement portal of the Employer, [www.nprocure.com] using the digital signature of authorized representative of the

Bidder on or before the bid due date and time.

3. Modification / Substitution / Withdrawal of BIDs:

- (i) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- (ii) Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer shall be disregarded.
- (iii) For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.
- (iv) For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.
- (v) Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

4. Opening & Evaluation of BIDs.

- (i) Opening of BIDs will be done through online process.
- (ii) The Employer shall open on-line received Technical BIDs at 1530 hours IST on the BID Due Date, in the presence of the Bidders, who choose to attend.
- (iii) The BID shall be opened of those bidders only who submitted originals as requested in the RFP.
- (iv) The bidders can pay nprocure registration Charges as applicable.

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

The Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Employer is bound to appoint the selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

1. INTRODUCTION

1.1 Background

- 1.1.1 Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1483 km.

National Industrial Corridor Development and Implementation Trust (NICDIT) (erstwhile Delhi Mumbai Industrial Corridor Project Implementation Trust – DMIC Trust) and Dholera Special Investment Region Development Authority (DSIRDA) formed a Special Purpose Vehicle (SPV) named Dholera Industrial City Development Limited (DICDL) for implementation of projects.

The Dholera Special Investment Region (DSIR) is the first investment region to be implemented under DMIC project. As a major new city, Dholera will be a Greenfield industrial hub located approximately 100km south of Ahmedabad in Gujarat. DMICDC, with support of Gujarat Infrastructure Development Board (GIDB) and Dholera Special Investment Region Development Authority (DSIRDA), plan to create an economically and socially balanced new-age city with world class infrastructure and highest quality-of-life standards and sustainability in the urban development context.

As part of this endeavor, the Employer has decided to undertake the “Water Supply to ABCD Building in Dholera Special Investment Region, Dholera and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded.

The Estimated cost of the project is Rs 12 lakhs.

- 1.1.2 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Employer’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Employer.
- 1.1.3 The Employer shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Employer pursuant to this RFP (collectively the “Bidding Documents”), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the “BID Due Date”).

1.2 Brief description of Bidding Process

- 1.2.1 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 120 days from the date for submission of BIDs (the “Bid Due Date”).

- 1.2.2 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 24,000/- (the "Bid Security"), refundable not earlier than 120 days from the Bid Due Date.
- 1.2.3 Bids will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "Bid Price").

In this RFP, the term "Lowest Bidder" shall mean the bidder who is quoting the lowest BID price.

- 1.2.4 Generally, the lowest compliant Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Employer may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.3 Schedule of Bidding Process

The Employer shall endeavor to adhere to the following schedule:

Event Description	Date
1. Issue Date	2/8/2019
2. Pre-Bid Conference	6/08/2019 Time 1100 Hrs Venue: DICDL office, Block 1 & 2, 6th Floor, Udhyog Bhavan, Sector-11, Gandhinagar 382017
3. Employer response to queries latest by	7/08/2019
4. Bid Due Date	9/08/2019
5. Physical Submission of Bid	On Bid Due Date
6. Letter of Award (LOA)/ work order	[To be specified]
7. Validity of Bids	120 days of Bid Due Date

Note: During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

- 2.1.1 The Employer wishes to receive Bids for Selection of experienced and capable Contractor for Water Supply to ABCD Building in Dholera Special Investment Region, Dholera.

2.2 Number of Bids and costs thereof

- 2.2.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Joint Venture shall not be entitled to submit another bid either individually or as a member of any Joint Venture, as the case may be.
- 2.2.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, and any other matter considered relevant by them.

2.4 Acknowledgement by Bidder

- 2.4.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Employer;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Employer relating to any of the matters referred to in Clause 2.5 above; and
 - (d) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.4.2 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

2.5 Right to accept or reject any or all Bids

- 2.5.1 Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder and as specified in this RFP.
- 2.5.2 The Employer reserves the right to reject any Bid:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

2.6 Amendment of RFP

- 2.6.1 At any time prior to the deadline for submission of Bid, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.6.2 Any Addendum thus issued will be available on Employers website/ e-procurement portal.
- 2.6.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.7 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.8 Format and signing of Bid

- 2.8.1 The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.8.2 The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, document fee, POA and Joint Bidding Agreement are received in hard copies.
- 2.8.3 The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid

2.9 Sealing and Marking of Bids

- 2.9.1 The Bidder shall submit the following documents physically:
- (a) Bidder Details,
 - (b) BID Security of Rs 24,000/- (Rupees Twenty-Four Thousand) in the form of Original Demand Draft from a Scheduled Bank payable at Gandhinagar.
 - (c) Bid Processing fee of Rs 2, 000/- plus 18% GST in the form of Original Demand Draft in favour of “**Dholera Industrial City Development Limited (DICDL), Gandhinagar**” payable at Gandhinagar.
 - (d) BOQ to be filled online on nprocure only (www.nprocure.com). Hard copy of BOQ not to be submitted.

Each of the envelopes shall clearly bear the following identification:

“Application for Water Supply to ABCD Building in Dholera Special Investment Region, Dholera.”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of each of the envelopes.

2.9.2 Each of the envelopes shall be addressed to: DICDL address details

DESIGNATION: Managing Director
ADDRESS: **Dholera Industrial City Development Limited,
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India**
FAX NO: +91-79- 23222481
Phone: +91-079-29750500
E-MAIL ADDRESS: **dbrahmbhatt@dicdl.in**

2.9.3 If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.9.4 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10 Bid Due Date

2.10.1 Technical and Financial Bid comprising of the document listed in the RFP shall be submitted online through e-procurement portal on or before 1500 hours IST on the Bid Due Date. Documents shall be physically submitted on or before 1500 hours IST on the Bid Due Date, at the address provided in Clause 2.9.2 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified.

2.10.2 The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

2.11 Late Bids

Bids received by the Employer after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.12 Modifications/ substitution/ withdrawal of Bids

2.12.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

2.12.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.

2.12.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

2.12.4 Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the

Bidder if the Project is subsequently awarded to it on the basis of such information.

- 2.12.5 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.13 Selection of Bidder

- 2.13.1 The selection of bidder shall be on L-1 basis (Lowest bidder). L-1 bidder shall be the selected bidder.
- 2.13.2 In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.
- 2.13.3 In the event that two or more Bidders quote the same BID price (the "Tie BIDs"), the Employer shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 2.13.4 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Employer may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of Bidding, then the Bidder whose Bid was lower as compared to other Bidders in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder
- 2.13.5 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding, the Employer may, in its discretion, invite fresh Bids (the "third round of bidding" from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.
- 2.13.6 After selection, a Work order / Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the Work order/ LOA, sign and return the duplicate copy of the Work order/ LOA in acknowledgement thereof. In the event the duplicate copy of the work order /LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the work order / LOA.

3. FRAUD AND CORRUPT PRACTICES

- 3.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Employer may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

- 3.2 Without prejudice to the rights of the Employer hereinabove, if a Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Employer during a period of 2 (two) years from the date such Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4. MISCELLANEOUS

- 4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar, Gujarat where the registered office of the Company is situated, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.2 The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 4.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
 - (e) PAN card and its copy to be attached
 - (f) GST number and its copy to be attached
 - (h) CIN (Certificate of Incorporation)

2. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

3. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

General Conditions of Contract

1. Liability of Contractor for Damage Done in or Out Side Work Area

Compensation for all damage done intentionally or unintentionally by Contractor's labours whether in or beyond limit of the Employer's property including any damage caused by the spreading of fire shall be estimated by the Employer, or such other officer as he may appoint and the estimates of the Employer, subject to the decision of the Employer, on appeal, shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner as decided by the Employer and deducted from any sums that may be due or become due from the Employer to the Contractor or under this contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall also pay the damages and cost that may be awarded by the Court in Consequence.

2. Liability of Contractor for Accidents to Persons

In addition to responsibilities and liabilities of the Contractor under workmen's Compensation Act following shall also apply:

- a. On the occurrence of an accident, which results in death of workmen employed by the Contractor or which is as serious as is likely to result in death of any such workmen, the Contractor shall within 24 hours of happening of such accident(s), intimate in writing to the Employer, the fact of such accident(s). The Contractor shall indemnify the Employer against all loss or damage sustained by the Employer resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Employer as a consequence of Employer's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act regard to such accident(s).
- b. In the case of an accident, in respect of which compensation may become payable under workmen's Compensation Act, whether by the Contractor or by the Employer, it shall be lawful for the Employer to retain out of money due and payable to the Contractor such sum or sums of money as may, in the opinion of the Employer be sufficient to meet such a liability. The opinion of the Employer shall be final in regard to all matters arising under this Clause.

3. Indemnities

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

4. Variation of Quantities and Extra Items

The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the Tender.

5. Variation in Schedule of Quantities

5.1 Increase in Quantities

- a. If the quantity for any individual item increases by a quantity limited to 30 % of tender quantity, such quantity shall be executed only after written approval of the Employer and paid at tendered rate, if applicable. The contractor shall not undertake any excess beyond 30% / extra work without written orders from the Employer and any violations to this shall lead to non-payment to the contractor.
- b. No payment shall be entertained for excess quantity, if any, beyond the 30% of the tendered quantity (that means total 130% of the tendered quantity) until such executed quantity and the rates thereof are correctly derived afresh with mutual agreement and approved by the Employer.

5.2 Decrease in Quantity

If the quantity for any individual item decreases by more than 30% of tender quantity, such quantity i.e. executed quantity shall be paid at tendered rate.

6. Submission of Bills

6.1 A bill shall be submitted by the contractor each month.

6.2 The Contractor shall submit all the bills on the printed forms to be had on application at the office of the Employer. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the part / reduced rates subject to the approval by the Employer as per agreements.

6.3 Payment to the Contractor shall be made within 30 days of receipt of the invoice

7. Price Adjustment

7.1 No Price Adjustment is applicable due to increase or decrease in input cost of the works.

7.2 Changes in cost due to legislation:

- a. If the law of any local or duly constituted authority, or the introduction of any such state statute, Ordinance, decree, law regulations or bye-law which causes additional or reduced cost to the contractor other than under the first two sub- clauses of the clause in the execution of the works, such additional or reduced cost shall be certified by the Employer after examining the records provided by the claimant and shall be paid by or credited to the Employer.
- b. Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if:
 - I. The same shall have been reflected in the indexing of any of the inputs to the price adjustment.
 - II. The same shall have been taken into account by any other clauses of the contract.

8. Income Tax

Deduction will be made at source from the contractor's bill towards income Tax by the Employers as per prevailing rules of the Income Tax Authority.

9. Applicable Tax

9.1 The rate quoted by the Contractor shall be deemed to be inclusive of all Taxes prevailing as on submission of bid.

10. Safety Provisions

10.1 The Contractor in his operations shall arrange for all the safety measure as and when required

11. Labour Compensation under the Workman's Compensation Act

a. The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries causes to the workmen. If such compensation is paid by Employer as principle employer under sub-section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the Employer from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner as decided by the Employer.

b. The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a body injury as a result of an accident. If such expenses are incurred by Employer, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of Employer from any amount due or that may become due to the Contractor.

c. The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith:

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

II. When work is carried out in proximity of any place where there is risk of drowning, all necessary steps shall be taken for the prompt rescue of any person in danger;

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

d. Details of labourers employed

I. The contractor shall not employ in connection with the works any person who has not completed his Eighteen (18) years of age.

II. The Contractor shall furnish to the Employer information about various categories of labours employed by him in the form and at such interval as may be specified.

III. The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of the various labour laws and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the Employer in respect of all claims that may be made against the Employer for non-compliance thereof by the Contractor.

e. Fair Wages

I. If a Contractor fails to pay within '7' (Seven) days to any the labour(s)/worker(s) the minimum wages prescribed by the Government under The Minimum Wages Act 1948 as in force from time to time, the Employer shall be at liberty to deduct the amount payable by the contractor to the labour/worker from his (Contractor's) bills or deposit(s) after making due inquiries and establishing claims of the labour(s)/worker(s).

II. The Contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Employer to pay the wages as per Minimum Wages Act in force at the relevant time. If Contractor does not act as aforesaid within seven days then the action contemplated as above shall be taken against him.

f. Local labour on normal rates. The contractor shall have to engage local and person seeking employment where available on normal rates.

12. Insurance

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

Failure of the Contractor to maintain adequate insurance coverage shall not relieve him of any contractual responsibility.

13. Observance of Laws, Local Regulations

The Contractor shall conform to all laws of the land and regulations and bye- laws of any local authority and of any water or electricity supply companies with whose system the structure is proposed to be constructed. He shall before making any variations from the drawings or specifications that may be necessitated for so conforming, give to the Employer a written notice, specifying the variations proposed to be made and the reasons for the Contractor does not receive such instructions within seven days, he shall proceed with the work conforming to the provisions, regulations or bye laws in question and any variation in the drawing or specifications so necessitated shall be dealt with under the clause 1.35. The Contractor shall give notices required by the said Acts, regulations or bye-laws and bear the required fees in connection therewith. He shall also ensure that no attachments are made against materials for works related to the Contracts. The Contractor shall protect and indemnify the Employer against all claims or liabilities arising from or based on the violation of such laws, ordinances regulations, bye-laws, decrees or attachments by him or by his employees. The contractor shall also notify Employer in case any other unforeseen permit /

NOC required to carry out the work.

14. Force Majeure

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

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

14.2 If any loss of damage happens to the works, or any part thereof, or materials or plant for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, other than the risk defined in the clause 1.54.1 as above, the Contractor shall at his own cost, rectify such loss of damage so that the permanent works conform in every respect with the provisions of the contract to the satisfaction of the Engineer-in-Charge.

15. No Compensation for Change or Restriction of Works

If at any time after the execution of the Contract documents, the Employer shall for any reason whatsoever, required the whole or part of the work as specified in the tender be stopped for any period or shall not require the whole or part of work to be carried by the contractor, he shall give notice in writing stating the fact to the contractor who shall there upon suspend or stop the work totally or partially as the case may be. In such case except provided hereunder the contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder. on account of any profit or advantage which he might in consequence of the full amount of work not having been carried out on account of the any loss that he may put to on account of material purchased or agreed to be purchased or for unemployment of labour recruited by him. He also shall not have any claim for compensation by reason of any alternation having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

- a. During the period of suspension, the contractor shall not remove any plant or equipment from the site and any part of the work without prior written consent of the Employer.
- b. The contractor shall not be entitled for loss of expected profit from such work.

16. Claims

The Contractor shall not be entitled to any claim/claims from the Employer on any account unless where allowed by the condition of this contract. In such cases, the Contractor shall have to submit a claim in writing to the Employer within one month on the cause of such claim occurring. All claims arising as a dispute of any kind out of the contract shall be governed by clause 1.60.

17. Arbitration

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Gandhinagar, Gujarat where the registered office of the Company is situated and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

18. Rescinding of Contract in Case of Subletting Contract or Contractor Becomes Insolvent

The entire contract shall not be assigned or sublet. The Employer may allow subletting the part or portion of the work not exceeding up to 40% (Forty percentages) of Tender cost, if the sub-contractor satisfies the requirement of the work to be sublet. If the Contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any compromise with his creditors, or attempt to do so, the Employer may by notice in writing, rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of Employer in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Employer may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Employer and the same consequence shall ensue as if the Contract had been rescinded under clause 1.7 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

19. Change in Constitution of Firm to be notified

In the case of a Tender by firm partnership or limited company, any change in its constitution shall be forthwith notified by the Contractor to the Employer for his information.

20. Termination

20.1 By the Employer: The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in this clause:

- I. if the Contractor do not remedy a failure in the performance of their obligations under the Contract, within a period of thirty (30) days', after being notified or within such further period as the Client may have subsequently approved in writing;
- II. within thirty (30) days, if the Contractor become insolvent or bankrupt;

- III. if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
 - IV. within thirty (30) days, if the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
 - V. within thirty (30) days, if the Contractor, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
 - VI. if the Employer, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days' decides to terminate this Contract.
- 20.2 By the Contractor: The Contractor may terminate this Contract, by not less than thirty (30) day's' written notice to the Employer, such notice to be given after the occurrence of the events specified in this clause:
- I. if the Employer fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue; or
 - II. if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the work for a period of not less than sixty (60) days.
- 20.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records (iv) the rights of indemnity of the Client v) any right which a Party may have under the Applicable Law.
- 20.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the work done by the Contractor and equipment and materials furnished by the Client, the Contractor shall handover all project documents under procedure described in this contract.
- 20.5 Payment upon termination: Upon termination of this Contract, the Employer will make the following payments to the Contractor:
- I. Payment pursuant to satisfactorily performed work prior to the effective date of termination.
- 20.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Scope of Work:

1. The contractor shall submit monthly invoice along with copy of water supply register and delivery challans for billing purpose
2. Additional requirement will be informed as and when required which will be intimated on call basis.
3. The initial requirement for water supply work order will be for 2 months which can be further extended as per requirement mutually.
4. Contractor is required to maintain records for water supply in the separate register
5. Contractor is required to supply water daily in the morning from 07:30 am to 09:30 am in ABCD Complex in Dholera.
6. DICDL may ask contractor to hold tanker at site for specific period and no additional charges will be paid for the same.
7. Contractor is required to follow norms of traffic and vehicle act rules.
8. During the performance of the contract, if any person(s) meet with any accident which results into the death or injury to the person(s) or any damage made to the Third party and any claim or legal penalties arising out of it will be the responsibility of contractor only. The employer shall not be responsible for any such incidents.
9. The tanker must be available on Sundays and holidays also. There shall be no holiday for the water tanker. The monthly hiring charges for tanker includes Sundays and holidays also in a month. Contractor should quote their rate accordingly.
10. PENALTY: In case of non-supply of the water for any reason excluding Force Majeure a penalty at the rate of Rs. 1,000/- per Day of non-supply of water shall be levied.
11. The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Gujarat Motor Vehicles Rules 1989, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto, and rules made there under from time to time.
12. In case of stoppage of work by local people/Bandh or any other reasons, no idle charges will be paid by DICDL towards Labour, Plant and Machinery etc. to the contractor for this work.
13. Identity card /Gate pass would be issued to driver of the vehicle to enter into DICDL premise.
14. Tanker should have one ladder suitable for climbing to open the lid provided at the top of tank

FINANCIAL BID

Bill of Quantities:

Sr. No.	Description	Quantity	Unit	Rate per Ltr. (INR. `)	Amount (INR. `)
1	Supply of water through tanker in ABCD Complex at Dholera including all charges excluding GST. (Approximate quantity 1,00,000 liter per day as directed by the Employer)	60,00,000	Liter		
2	GST				
3	Total				

Letter comprising the Financial BID

Sub: BID for *** ** Project

Dated:

Dear Sir,

With reference to your RFP document dated *** **, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid work. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The Bid price has been quoted by me/us after taking into consideration of all the terms and conditions stated in the RFP, our own estimates of Costs and after careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project and we understand that no additional payments shall be allowed on the basis of change in site parameters at a later date.
4. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement/work order. We agree not to seek any changes in the aforesaid draft/work order and agree to abide by the same.
6. I/ We shall keep this offer valid for 120 (one hundred and Twenty) days from the BID Due Date specified in the RFP.
7. I/ We hereby submit our BID and offer a BID Price Rs.
(Rs..... in words) for **undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.**

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Signatory)

Place:

Name & seal of Bidder/Lead Member:

Class III DSC ID of Authorized Signatory