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RFP for Construction of Toilet blocks  
in Govt. Senior Secondary Boys  
School Dharamshala



Dharamshala Smart City Ltd.

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**Dharamshala Smart City Limited**  
Old HIMUDA Building, Chilgari,  
Dharamshala, Himachal Pradesh, 176215  
Phone: 01892 – 226677

## NOTICE INVITING TENDER (NIT)

REF No.DSCL/Parks & Playground phase II 109/2020-21-2409 Dated: 12/03/2021

DHARAMSHALA SMART CITY LIMITED (hereafter referred to as "AUTHORITY") invites online bids from the eligible bidders through [www.hptenders.gov.in](http://www.hptenders.gov.in) for **"Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala"**

Detailed tender notice along with complete tender documents can be downloaded from the above website.

## BID INFORMATION

Sr. No.	Particulars	Information
1	RFP No	<b>DSCL/08/2020</b>
2	Scope of work	Construction of Toilet blocks in Govt. Senior Secondary Boys School, Dharamshala.
3	Location of Work	Boys School Dharamshala
4	Estimated Cost of the work	<b>Rs. 69,78,340.00</b>
5	Time of completion of the work	9 months from the date of signing the contract or 15 <sup>th</sup> day of issuance of Letter of Award whichever is earlier.
6	Defect Liability Period (DLP)	12 months from the date of issuance of Completion Certificate
7	Bid Validity	180 days
8	Type of Contract	Item Rate Contract
9	Date of issue of Tender documents online	13/03/2021 at 17:00 hrs
10	Last date for sending pre-bid queries	19/03/2021 till 15:00 hrs. at <a href="mailto:dscltender@gmail.com">dscltender@gmail.com</a>
11	Date, Time & Place of Pre-bid Meeting	No Pre-Bid Meeting shall be held, Replies to pre-bid Queries will be uploaded on HP e tendering portal.
12	Last date for Online Purchase of Tender Document.	30/03/2021 till 12:00 hrs.





**DHARAMSHALA**  
MUNICIPAL CORPORATION

RFP for Construction of Toilet blocks in  
Govt. Senior Secondary Boys School  
Dharamshala



DharamshalaSmart city Ltd.

13	Last date of Online Submission of Bids	30/03/2021 till 17:00 hrs.
14.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids.	31/03/2021 till 12:30hrs.
15.	Date & Time for Opening of Pre- Qualification and Technical Bid	31/03/2021 at 15:00 hrs.
16	Date & Time for Opening of Financial Bid	To be intimated later
17	Tender document Fee	Rs.10,000/- (Rupees Ten Thousand only) to be paid only through Demand Draft (DD) in favor of "Dharamshala Smart City Limited"
18	Earnest Money Deposit (EMD)	Rs.1,40,000 /- (Rupees One Lakhs forty thousand only)
19	Security Deposit (Performance Bank Guarantee (PBG)	5% of the Contract Amount (by the successful bidder to be furnished within 15days of issue of Letter of Acceptance)
20	Project Award Criteria	Through L1 (Lowest Financial Bid) Process

*File*  
**MD-cum-CEO**  
**Dharamshala Smart City Limited**

## Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Dharamshala Smart City Limited or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

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

Information provided in this RFP document to the Bidders may be 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. Dharamshala Smart City Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Dharamshala Smart City Limited, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Selection Process. Dharamshala Smart City Limited also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP document.



Dharamshala Smart City Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

The issue of this RFP document does not imply that DSCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the proposed Assignment and Dharamshala Smart City Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

## List of Abbreviations and Definitions

### List of Abbreviations

<b>ABD</b>	Area Based Development
<b>AMC</b>	Annual Maintenance Contract
<b>BEC</b>	Bid Evaluation Committee
<b>BOQ</b>	Bill of Quantities
<b>BSNL</b>	Bharat Sanchar Nigam Limited
<b>CBSE</b>	Central Board of Secondary Education
<b>CEO</b>	Chief Executive Officer
<b>CH</b>	Chainage
<b>D.C</b>	Deputy Commissioner
<b>DMC</b>	Dharamshala Municipal Corporation
<b>DSCL</b>	Dharamshala Smart City Limited
<b>DPR</b>	Detail project Report
<b>EIC</b>	Engineer in Charge
<b>FR</b>	Feasibility report
<b>HP</b>	Himachal Pradesh
<b>HPSEB</b>	Himachal Pradesh State Electricity Board
<b>INR</b>	Indian Rupees
<b>IPH</b>	Irrigation and public health
<b>MD</b>	Managing Director
<b>MC</b>	Municipal Corporation
<b>MS</b>	Mild Steel
<b>NIT</b>	Notice Inviting Tender
<b>PCP</b>	Pan-City Proposals
<b>PIS</b>	Public Information System
<b>PMC</b>	Project Management Consultants
<b>PWD</b>	Public Work Department
<b>RFP</b>	Request for proposal
<b>RMC</b>	Regional Mountaineering Centre
<b>SCP</b>	Smart City Proposal
<b>SS</b>	Stainless Steel
<b>SPV</b>	Special Purpose Vehicle

## Definitions:

In this "Bid / RFP Document" the following words and expression will have the meaning as herein defined where the context so admits

1. **"Affiliate"** shall mean a company that either directly or indirectly
  - a. controls or
  - b. is controlled by or
  - c. is under common control with
  - d. A Bidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
2. **"ABD"** Shall mean Area Based Development in the Dharamshala Smart city proposals.
3. **"Authority"** shall refer to DSCL
4. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS);
5. **"Bid / Tender"** shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents / credentials / attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
6. **"Bidder / Bidding Company"** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
7. **"Bid Deadline"** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid information Sheet;
8. **"Bid Capacity"** shall means capacity offered by the bidder in his Bid under invitation.
9. **"BOQ"** Bill of Quantity
10. **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
11. **"Competent Authority"** shall mean Managing Director cum CEO of DHARAMSHALA SMART CITY LIMITED himself and / or a person or group of persons nominated by Managing Director / CEO for the mentioned purpose herein;
12. **"Commencement Date"** shall be the 15<sup>th</sup> day of issue of the Letter of

Award or the date of signing the contract whichever is earlier.

13. **"Commissioning"** means Successful operation of the Project / Works by the successful Bidder, for the purpose of carrying out Performance Test(s) as defined in RFP.
14. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
15. **"Completion Date"** shall mean the end date for completion of works which will be the date of issuance of the completion certificate
16. **"Contract"** Agreement made between DSCL and the selected bidder on issue of Letter of Award.
17. **"Contract date"** Date of signing the contract
18. **"Contract Amount"** The total price quoted by the selected bidder
19. **"DSCL"** Dharamshala Smart City Limited
20. **"DLP"** Defect Liability Period
21. **"Engineer" / "Engineer-in-Charge"** means the Engineer appointed by DSCL for the supervision and management of the Project
22. **"HPSEB"** means Himachal Pradesh State Electricity Board
23. **"PMC"** means Project Management Consultants
24. **"Price Bid"** shall mean the Bidder's quoted Price as per the Section - IV of this RFP;
25. **"RFP"** shall mean Request for Proposal (RFP) / Bid Document / Tender Document

### **Interpretations**

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## 1. Instruction to Bidders

### 1.1 General Information and Guidelines

#### 1.1.1 Purpose

DHARAMSHALA SMART CITY LIMITED seeks the services of a reputed company, for "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**" (hereinafter referred to as the "Project"). This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in Section 2.1 of this RFP document.

#### 1.1.2 Consortium

- i. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- ii. The Successful Bidder at no given point of time, may assign or delegate its rights, duties or obligations under the Agreement/ Contract except with prior written consent of the Authority
- iii. No bidder applying individually, or as a member of a Consortium, as the case may be, can be a member of any other consortium bidding for the Project.
- iv. In the event the bidder is a Consortium, it shall, comply with the following additional requirements:
  - a) Number of members in a consortium shall not exceed 2 (Two) including the Lead Member
  - b) The Members of the Consortium shall nominate one member as the Lead Member
  - c) The Members of the Consortium shall be jointly and severally responsible for successful implementation of the Project throughout the terms of the contract.
  - d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted

by the Consortium or its members respectively from time to time in the response to this RFP.

- e) The Members of the Consortium shall submit a Consortium Agreement set out in Annexure 1.4 *inter alia* consisting of the following:
- Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work, allocated as per each member's field of expertise.
  - Commit to the profit and loss sharing ratio of each member.
  - Commit to the scope of work, rights, obligations and liabilities to be held by each member.
  - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Project.
  - Include a statement to the effect that all the members of the Consortium shall be jointly and separately liable for all obligations in relation to the Contract until the completion of the Project in accordance with the Contract
- f) In case the Successful Bidder is a Consortium, then no change in the Lead member is permissible. Change of the other member in the Consortium can be done only under extreme circumstances such as non-performance of that member, insolvency or bankruptcy of that member, which shall be done only with the prior written approval of the AUTHORITY. Provided that in the event of any such approved change of Consortium member, the member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of DHARAMSHALA SMART CITY LIMITED. In the event AUTHORITY does not grant approval for the change of the Consortium member (other than the Lead Member) or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.



- g) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

#### **1.1.3 Sub-Contracting**

Sub-Contracting is not allowed for this RFP

#### **1.1.4 Completeness of Bid**

The bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

#### **1.1.5 Proposal Preparation Costs**

- 1 The bidder shall submit the bid at its cost and expense. AUTHORITY shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over AUTHORITY and AUTHORITY shall be at liberty to cancel any or all bids without giving any notice.
- 2 All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY.

#### **1.1.6 Pre-bid Meeting and Queries**

1. AUTHORITY will host a Pre-Bid meeting as per the date mentioned in the RFP Bid Information Sheet. The authorized representatives of the interested bidders may attend the pre-bid meeting. The purpose of the online meeting is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also

provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

2. All bidders shall e-mail their queries to **[dscltender@gmail.com](mailto:dscltender@gmail.com)** in the form and manner as prescribed in Annexure 5. The response to the queries will be published on **[www.hptenders.gov.in](http://www.hptenders.gov.in)**. No queries will be entertained thereafter. The response of AUTHORITY shall become integral part of RFP document. AUTHORITY shall not make any warranty as to the accuracy and completeness of responses.
3. AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification.
4. AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.

#### **1.1.7 Amendment of RFP Document**

- 1 All the amendments made in the document would be published on the e-Tendering Portal only and shall be part of RFP.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP.

#### **1.1.8 Supplementary Information to the RFP**

If AUTHORITY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue corrigendum(s) to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

#### 1.1.9 DHARAMSHALA SMART CITY LIMITED's Right to Terminate the Process

AUTHORITY may terminate the RFP process at any time and without assigning any reason. AUTHORITY reserves the right to amend/ edit/ add/ delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

#### 1.1.10 Site Visit and Verification of Information

- a) The Bidder are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) The location of the project is in the premises of the "Govt. Senior Secondary Boys School Dharamshala". Typical drawings are provided in the drawings section of this RFP which may be modified according to the site conditions if required. Working drawings shall be produced in line with the typical drawings incorporating the site requirements prior to commencement of work by the contractor.
- c) Estimated quantities are provided in the Bill of quantities. Measured quantities as per execution on site shall be included in the payment certificate.

### 1.2 Key Requirements of the Bid

#### 1.2.1 RFP Document/Tender Fee

RFP can be downloaded from the website [www.hptenders.gov.in](http://www.hptenders.gov.in). RFP Document Fee as per the Bid Information Sheet shall be paid through online-Tendering Payment Gateway/ Bank Demand Draft only. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

#### 1.2.2 Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required to submit EMD as per the Bid Information Sheet in the form of Demand Draft/ Fixed Deposit Receipt(s)/

- 
- Bank Guarantee issued by any nationalized/ scheduled commercial bank in favor of "MD cum CEO, DHARAMSHALA SMART CITY LIMITED", Dharamshala.
- 2 The EMD of unsuccessful bidders will be returned within 90 (ninety) days from the date of opening of the financial proposal. The Bid Security, for the amount mentioned above, of the Successful Bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 5% of Total Contract Value in the format provided in Annexure 8 of the RFP.
  - 3 No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to all the bidders (including the Successful Bidders) without any accrued interest on it.
  - 4 The bid submitted without EMD, mentioned above, will be summarily rejected.
  - 5 The EMD may be forfeited:
    - a. If a bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any.
    - b. In case of a Successful Bidder, if the bidder fails to sign the contract in accordance with the terms and conditions or furnish the required Performance Security.
    - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
    - d. If, during the bid process, any information is found false/ fraudulent/ *mala fide*, and then AUTHORITY shall reject the bid and, if necessary, initiate action.
    - e. If the Bidder does not accept the correction of the Bid Price, pursuant to Sub Clause 1.4.7.2
  - 6 The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon bidders.
-

### 1.3 Instruction to Bidders

#### 1.3.1 Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

#### 1.3.2 Bid Submission Instructions

- The complete bidding process will be online (e-Tendering). Hard copy in three cover system submission of bids shall be in accordance with the instructions given in the Table below:

Particulars	Instructions
<b>Cover 1</b>	<b>PRE-QUALIFICATION CUM TECHNICAL BID</b>
Fee	Proof of submission of RFP Document.
<b>Pre-Qualification</b>	The Pre-Qualification Proposal shall be prepared in accordance with the requirement specified in this RFP and the formats are prescribed in Annexure 1 of the RFP. Pre-Qualification Proposal should be submitted through Online bid submission process and also in Hard Copy as mentioned in the Bid Information Sheet.
<b>Technical Bid</b>	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats as prescribed in Annexure 2 of the RFP. Technical Proposal should be submitted through online bid submission process and also in Hard Copy as mentioned in the Bid Information Sheet.
<b>Cover 2 :</b>	<b>FINANCIAL BID</b>
<b>Financial Bid</b>	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure 3 of the RFP. Financial bid uploaded on online portal shall be printed, duly signed and submitted in cover 2.
<b>Cover 3 :</b>	The sealed technical bid and financial bid covers duly superscribed shall be put in a bigger cover and sealed and superscribed appropriately

2. The following points shall be in consideration for submission of bids:
  - a. AUTHORITY shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
  - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
  - c. AUTHORITY may seek clarifications from the Bidder on the technical bid. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Bid submitted by the Bidder should be inclusive of all the items in the technical bid and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer
  - d. Technical Proposal shall not contain any financial information and shall be unconditional.
  - e. If any Bidder does not qualify the pre-qualification criteria stated in Section 1.4.5 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial bid of the Bidder shall not be opened in the e-Tendering system.
  - f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which AUTHORITY reserves the right to reject the proposal.

### **1.3.3 Late Bid**

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system.

### **1.3.4 Bid Validity Period**

The validity of the bids submitted before deadline shall be till 180 days from the last date of submission of the bids.



#### **1.3.5 Modification and Withdrawal of Bids**

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the bidder on the bid form. Entire EMD shall be forfeited if any of the bidders withdraw their bid during the validity period.

#### **1.3.6 Non-conforming Bids**

A Bid may be construed as a non-conforming proposal and ineligible due to the following:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of AUTHORITY.

#### **1.3.7 Language of Bids**

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at AUTHORITY's discretion.

#### **1.3.8 Authentication of Bid**

- a) Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.
- b) The Bidder should submit a Power of Attorney as per the format set forth in Annexure 6, authorizing the signatory of the Bid to commit the Bidder.

#### **1.3.9 Acknowledgement of Understanding of Terms**

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexures, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

## **1.4 Evaluation Process**

- a. AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by AUTHORITY shall evaluate the responses to the RFP (Cover 1 and Cover 2) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's Site to validate the credentials/ citations claimed by the bidder.
- e. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

### **1.4.1 Bid Opening**

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. AUTHORITY reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
  - Stage 1 - RFP Document fee and Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
  - Stage 2- Financial Bid
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the RFP Bid Information Sheet. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.

- e. The Financial Proposals of only those bidders will be opened who fulfill the criteria in Technical Evaluation.
- f. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of all the bidders
- g. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. AUTHORITY has the right to reject the bid after due diligence is done.

#### 1.4.2 Evaluation of Pre-Qualification Proposals

- a) Authority shall open Cover 1 marked "Pre-Qualification cum Technical Document" on Bid opening date.
- b) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 1.4.5 of the RFP. **Each of the Pre-Qualification condition mentioned in Section 1.4.5 of the RFP is MANDATORY.** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- c) The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the Annexure 1.

#### 1.4.3 Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- a) Authority will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- b) Bidders' proposal will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Section 1.4.6 of the RFP.

- c) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, clients contact information for verification, and all other components) as required for technical evaluation.
- d) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.
- e) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- f) The Financial Proposals of Bidders who do not qualify technically shall be not be opened in the e-Tendering system.
- g) AUTHORITY reserves the right to accept or reject any or all bids without giving any reasons thereof.
- h) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

#### **1.4.4 Financial Proposal Evaluation**

- a) All the technically qualified bidders will be notified to participate in Financial Proposal opening process by Bid Evaluation Committee.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- c) Financial Proposals that are not meeting the condition mentioned in Annexure 3 shall be liable for rejection.
- d) Total Cost of Bid (TCB) shall be calculated based on the Bill of Quantities given in Annexure 3.2 of the RFP.

If there is a discrepancy between words and figures, the amount in words shall prevail. For any calculation/ summation error etc. the bid shall be corrected as per Cl.1.4.7 or may be rejected as per the decision of the Bid Evaluation Committee.

#### 1.4.5 Pre-Qualification Criteria

The proposal failing to meet any of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process. (Annexure 1- Checklist)

S No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The Bidder should be minimum Class-III as per CPWD, Manual for Procurement of work clause 7.4.7.</p> <p>The Contractor should be registered under unified registration system in CPWD with a valid UIN or Equivalent Registration in any State Govt. Dept. Central Govt. Dept., other Govt. Dept. / undertaking of state/Central Govt. P.S.U.</p>	Copies of valid PAN, GSTIN, as per statutory requirement.
2	Financial Eligibility	The Bidder should have an average annual turnover of Rs 1 Cr in the last 3 financial years.	Certificate from The Statutory Auditor/Chartered accountant.
3	Solvency Certificate	Solvency for an amount of 40% of the estimated amount of tender	Solvency Certificate from a Nationalized Bank not older than six months as on the date of submission of the bid.
4	Balance sheet	The bidder should not have incurred loss in more than two years during the last five consecutive years' balance sheet	Certified and audited by Chartered Accountant
5	Blacklisting	<p>The Sole Bidder or any member of the consortium should not be black listed by Central Government/any State Government/ Public Sector undertaking entity in India or similar agencies globally for unsatisfactory, Past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.</p>	Undertaking by the authorized signatory as per the format given as Annexure 4

#### 1.4.6 Technical Evaluation Criteria

Technical proposals of only those firms, whose bids are found responsive, shall be opened for further evaluation. Technical proposals will be evaluated for their compliance of eligibility to various tender requirements.

Bidder should have successfully completed building/infrastructure works of similar nature with any Central/State Govt. Department / Public Sector Undertaking / Urban Local bodies. i.e. Construction of toilet blocks or other building work, in the last Five years ending previous day of the last day of submission of tenders. This should be certified by an officer not below the rank of Executive Engineer / Project Manager (Annexure 2- Checklist)

##### 1.4.6.1 The value of the **Completed works shall be minimum**

- a. Three contracts of each not less than 40% of the estimated cost of tender

**OR**

- b. Two contracts of each not less than 50% of the estimated cost of tender

**OR**

- c. One Contract of not less than 80% of the estimated cost of tender

\*Note: Similar works mean: The "Similar works" shall mean construction of building infrastructure. (Annexure 2.3)

The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.

To qualify for a contract for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated above.

##### 1.4.6.2 **Bid Capacity**

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:



**Assessed Available Bid Capacity =  $A \times N \times 2 - B$ ,**

Where,

A = Maximum value of works executed in any one year during last Five years (at current price level)\*

	Last Five Years (Excluding current Year)	Amount of work Done in each Financial Year (Rs in Lakhs)
Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach /upload Certificate from Chartered Accountant)	Year- Year- Year- Year- Year-	

N = No of Years prescribed for completion of the subject contract.

B = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years

\*Note: The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.

The details of projects shall be furnished under Annexure 2.3 & 2.4.

The Bid Capacity shall be assessed by the bidder and declaration submitted as per Annexure 2.5 (Kindly complete the calculations in Annexure 2.5 as per data given above, to provide the bid capacity with the bid)

\*Note: The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.

The details of projects shall be furnished under Appendix 2.3 & 2.4.

The Bid Capacity shall be assessed by the bidder and declaration submitted as per Annexure 2.5

**1.4.6.3 Manpower**

The Contractor shall provide experienced managerial technical, supervisory, and non-Technical personnel, security personnel and labour necessary to operate and maintain the parks and allied work properly, safely and efficiently on a continuous 24 hours basis for

the full term of the O&M period. While doing so due consideration shall be given to the labour laws in force.

The contractor

The Bidder should have sufficient number of Technical and Administrative staff required for proper execution of the contract. The following project staff should be available throughout the construction period.

SI	Designation	Nos. required	Qualification	Experience in similar projects
1	Project Manager cum Site Engineer	1	Degree/Diploma in Civil Engineering	2/5 years

NOTE: The bidder would need to avail the services of Architect, Quantity Surveyor, and Draughtsman for submission of working drawings and Project Manager will be the point of contact for the same. The applicant should submit the details as per Annexure 2.6.

#### **1.4.6.4 Disqualification**

The Financial offers of those bidders who do not qualify the technical evaluation shall not be opened and no claim in this regard shall be entertained.

Even though a bidder appears to meet the pre-qualifying criteria, he could be disqualified if he has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
- Submitted the RFP, which is not accompanied by the required documentation or is non-responsive.
- Failed to provide clarifications related thereto when asked by the technical committee.
- Where such firm has already submitted the bid.
- Is black listed / barred by GOI/State Gov't /State or Central PSU/ as on date. The company/firm shall on its letterhead submit an undertaking that it has not been blacklisted by GoI/State Gov't/State or Central PSU in last three years from the date of submission of bids for this RFP.

If any such information which would have entitled DSCL to reject or disqualify the bidder becomes known after the bidder has been qualified, DSCL reserves the right to cancel the qualification of the Bidder at any later stage.

#### 1.4.7 Financial Evaluation Criteria

##### 1.4.7.1 Bid to be substantially responsive

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

A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) Which effects in any substantial way the scope, quality or performance of the Works;
- (b) Which limits in any substantial way, inconsistent with the Bidding documents, the Employer's right or the Bidder's obligations under the Contract; or
- (c) Whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.

##### 1.4.7.2 Correction of Errors

"Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern the contract price.

The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner.

- (c) If the Bid price increase as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- (d) If the bid price decreases as a result of the corrections, the decreased amount will be treated as "bid price". Such adjusted bid price shall be considered as binding upon the Bidder.

If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security and EMD may be forfeited in accordance with Sub-Clause 1.2.2-(5)

**Annexure 2.3. – PROJECT CITATION REPORT – COMPLETED WORKS**

**Statement showing the similar works completed in the last five years.**

Name of Work	Name of HP Govt. Division or State or Central PSU's	Cost of Completion			Remarks (Indicate in % of completion of awarded components)
		Awarded amount	Completion Amount	Penalty if any and amount paid thereafter	
1	2	3			4

**Note: - (1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.**

**(2) It is mandatory to furnish details in this format only.**

Authorized Signatory

Name & Designation

Seal

**Annexure 2.4. – PROJECT CITATION REPORT – ONGOING WORKS/AWARDED**

Name of Work	Name of HP Govt. Division or State or Central PSU's where work is executed	Amount of work completed			Position of works in progress (indicate in % of Completion of awarded components)	Stipulated Date of completion	Remarks
		Awarded amount	Amount of work done up to last running bill	Penalty if any and amount paid thereafter			
1	2	3			4	5	6

**Note: - (1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.**  
**(2) It is mandatory to furnish details in this format only.**

Authorized Signatory

Name & Designation

Seal

## Annexure 2.5 – BID CAPACITY

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the Estimated Amount.

The available bid capacity will be calculated as under:

$$\text{Available Bid Capacity} = A \times N \times 2 - B,$$

Where

'N' = No. of years prescribed for completion of the subject contract.

'A' = Maximum value of works executed in any one year during last Five years (at current price level)<sup>#</sup>

'B' = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years

<sup>#</sup>Note: The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.

Kindly fill the values/ calculations in the format as per table given below:

Name of Department/ Client With Address	N = No. of years prescribed for completion of the subject contract	WC = Amount of works completed (Rs.)	Actual Year of Completion of Work	A = Maximum value of works executed in any one year during last Five years (at current price level)	B = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years	Assessed Available Bid Capacity $A \times N \times 2 - B$
	1.5			$=WC \times (1+7\%)^{(2020-\text{Year of Completion of Work})}$		$=A \times N \times 2 - B$

**Available Bid Capacity =**

Authorized Signatory

Name & Designation

Seal



## Annexure 2.6 – Manpower

**Technical and Administrative Manpower proposed to be deployed for the project including the mandatory positions as per Cl. 1.4.6.3**

Sl	Name	Designation	Qualification	Experience in similar projects
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Authorized Signatory

Name & Designation  
Seal

**Annexure 4- Format for Declaration by the bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

MD CUM CEO

**Dharamshala Smart City Limited**  
**Old Himuda Building, Chilgari,**  
**Dharamshala - 176215**  
**Himachal Pradesh**

**Subject:** Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

**RFP Reference No: XX**

Dear Sir/ Ma'am,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the \_\_\_\_\_ ("Company") is not debarred/ black -listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the bid.

In the event of any deviation from the factual information/ declaration, DHARAMSHALA SMART CITY LIMITED reserves the right to reject the bid or terminate the Contract without any compensation to the Company.

Thanking you,  
Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

## **1.5 Award of Contract**

### **1.5.1 Award Criteria**

1. All the technically qualified bidders will be notified through email to participate in Financial Proposal opening process by the Bid Evaluation Committee.
2. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work and Technical Specifications within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, GST, duties, fees, levies and other charges imposed under the Applicable Law as applicable.
3. The Bidder with the Lowest VALUE OF FINANCIAL BID (L1) will be declared as a successful bidder
4. If there is more than one bidder having the same value of the financial proposal, AUTHORITY reserves the right to finalize the Successful Bidder and that will be binding on all bidders

### **1.5.2 Letter of Acceptance (LoA)**

Prior to the expiration of the period of bid validity, the AUTHORITY will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, AUTHORITY will promptly notify each unsuccessful bidder.

### **1.5.3 Signing of Contract**

AUTHORITY shall notify the Successful Bidder that its bid has been accepted by a Letter of Award on acceptance of the Performance Guarantee. The Successful Bidder shall enter into contract agreement with AUTHORITY within the time frame mentioned in the Letter of Award issued to the Successful Bidder by the AUTHORITY.

### **1.5.4 Failure to Agree With the Terms & Conditions of the RFP / Contract**

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite for fresh RFP. The EMD shall be forfeited and the bidder will be blacklisted.

#### 1.5.5 DHARAMSHALA SMART CITY LIMITED's Right to accept any Bid and to reject any or All Bids

AUTHORITY reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.

#### 1.6 Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of Letter of Award, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to 5% of contract value to DSCL.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- c) In case of a consortium the PBG shall be drawn mentioning the name of the consortium to whom the work is awarded in the PBG, by any of the consortium partners who is a registered company.
- d) In addition to paper based confirmation system, IT enabled confirmation system will be followed for which the Bank Guarantee will be subjected to.
- e) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- f) The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG.
- g) The PBG shall be valid initially up to 90 days beyond the completion of the Construction Period.
- h) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till 90 days beyond the extended period.
- i) In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation 14 (fourteen) days in advance, indicating the contractual obligation(s) for which the Bidder is in default.

- j) AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- k) On satisfactory performance and completion of the order in all respects and duly certified to this effect by AUTHORITY, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder within the time mentioned in the contract.

## **1.7 Defect Liability Period**

The Defect Liability Period shall be 12 months from the date of issuance of the Completion Certificate.

The Contractor shall remedy any and all loss or damage to work during the Defect Liability Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Dharamshala Smart City Limited or on account of a Force Majeure Event.

## **1.8 Insurance**

### **1.8.1 Insurance during Contract Period**

The Contractor shall effect and maintain at its own cost, from the Contract Date till the date of issue of the Completion Certificate, the insurance of Works, Plant and Material for any loss or damage occurring on account of Force Majeure, Malicious Act, Accidental Damage, Explosion, Fire, Terrorism etc.

The insurance stated above shall cover the Authority and the Contractor against all loss or damage from any cause mentioned above.

### **1.8.2 Insurance for Contractor's Defects Liability**

The Contractor shall effect and maintain insurance cover for the works from the date of issue of the Completion Certificate until the end of the Defect Liability Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring (as mentioned in clause 1.8.1) prior to the issue of the Completion Certificate.

The Contractor shall also maintain other insurances for maximum sums as may be required under the applicable Laws and in accordance with Good Industry Practice.

### 1.8.3 Insurance against injury to Persons and damage to Property

The Contractor shall obtain insurance cover not less than Rs. 25.00 lakhs (Rupees Twenty five lakhs only) against its liability for any loss, damage, death or bodily injury. Or damage to any property (except things insured under Paragraph 1.8.1 and 1.8.2 of this Schedule) or to any person which may arise out of the Contractor's performance of this Agreement.

This insurance shall be per occurrence of not less than the amount stated above with no limit on the number of occurrences.

The contractor shall against its liability for any loss and damage to the property on which the contractor occupies, due to performing the obligations under the contract.

### 1.8.4 Insurance to be in Joint names

The insurance under Cl. 1.8.1 to 1.8.3 above shall be in the joint names of the Contractor and the Authority.

## 2 Special Conditions of Contract.

### 2.1 Scope of work ("Service")

#### 2.1.1 Broad Scope of Work

The scope of work included in the project Construction of **Toilet blocks in Govt. Senior Secondary Boys School Dharamshala** can be summarized as follows.

Existing toilets in boy's school are in a dilapidated and unhygienic state, as mentioned earlier boy's school act as a hub for accommodating inter school, state and interstate players, thus it is very necessary to propose modern conventional toilets and bathrooms.

To maintain the privacy separate toilet blocks are proposed for Male and Female. The broad scope of work include development of Toilet block at boy's school making as per the drawings.

- *Proposed space for restroom/toilet Block – Female*

A toilet block of 63 sqm having length 11.65 meters and Width 5.40 meters is proposed having 6 W.C, 8 Bath including one for staff and 1 WC for specially abled.

- *Proposed space for restroom/toilet Block – Male*

A toilet Block of 70 sqm having Length 13 meters and width 5.40 meters is proposed having 6 WC, 8 Bath including one for staff, 1WC for specially abled and 4 urinals.

- *Plum Concrete 1.4.8 and RR masonry*

Plum Concrete Retaining wall is proposed for the protection of the existing playground

The required soil investigation tests shall be conducted prior to the commencement of construction works.

#### **2.1.2 General Construction Work**

1. Detailed working drawings of the components are to be submitted for each part of work and approval obtained before the commencement of the section.
2. All sites shall be cleaned of the debris and be removed off the site at no extra cost.
3. Necessary site clearing, restoration and preparation of working surface.
4. All civil work shall be done in such a way that other activities in the premises are not affected.
5. Retaining structures are required to be provided for land development. Site specific working drawings to be submitted and approved for each location as per the typical design drawings.
6. The Contractor is required to provide and install a Project Information board on site including the name of the Project, the Employer, the Project Management Consultant, the Contractor, the date of Commencement, the duration and the 3D view of the of the project as approved by DSCL.
7. Site Office, batching plant, Testing unit will be setup by the contractor at its own cost

#### **2.1.3 Traffic Management and Safety during construction**

1. The Contractor shall at all-time carry out work on the Site in a manner creating least interference to the flow of traffic in the approach roads while ensuring the satisfactory execution of the Project.
2. The Contractor shall take all necessary measures for the safety of site during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagmen as may be required for information and protection of traffic approaching or passing through the section of the road where the works have commenced.
3. Proper barricading of the Site for construction shall be done by the Contractor where ever deep excavations / foundation pits are made



## 2.2 Technical Specifications

### 2.2.1 GENERAL TECHNICAL SPECIFICATIONS

- a) The General Technical Specifications comprise of the Standard Specifications of the Public Works Department, Govt. of Himachal Pradesh and CPWD Specifications, unless and otherwise specifically relaxed wholly or partly through a special clause in the Contract and relevant BIS codes of practice. The Electrical works shall be as per HPSEB specifications and carried out by a subcontractor who possess the license of appropriate class issued by the Chief Electrical Inspector, HPSEB
- b) Rates shall be inclusive of taxes including work contract tax, duties, GST, royalty etc and any other statutory deductions applicable such as labour cess.
- c) The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specifications or P.W.D. Hand Book where reference to such specifications is given without re-producing the details in contract.
- d) It is presumed that the Contractor has gone carefully through the Specification and Standard Data Book & P.W.D. Hand Book and the Schedule of Rates of the Division and studied the site conditions before arriving at rates quoted by him. Decision of the Engineer shall be final as regards interpretation of specifications.
- e) The contractor shall be responsible for making good the damages done to the existing property during construction by his men.
- f) If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the contractor with the help of the Department at his own cost.
- g) The Contractor shall provide, maintain, furnish and remove on completion, temporary office on work site for the use of Project Engineer / Contractor's site office with exclusive facility for the Engineer's representative.
- h) General directions or detailed description of work, materials and all coverage of rates given in the specification are not necessary repeated in the Bill of Quantities. Reference is however, drawn to appropriate section clause(s) of the General specifications accordance with which the work is to be carried

out.

- i) In the absence of specific directions to the contrary, the rates and prices inserted in the terms are to be considered as the full inclusive rates and prices for the finished work described there-under and cover all labour, materials, wastage, temporary work, plant overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the General Conditions of Contract.
- j) The quantities set down against the item in the Bill of Quantities are only estimated quantities of each item of work included in the Contract and are not to be taken as a guarantee that the quantities schedule will be carried out or required or that they will not be exceeded.
- k) All measurements will be made in accordance with the units indicated in the Bill of Quantities and read in conjunction with the General Conditions of Contract.
- l) The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the contractor before execution. The contractor shall not, on account of such variation be entitled to any increase in rates over the ones quoted in the tender which are on measured quantity basis. The contractor has to make his own investigation before quoting for the work.
- m) Protection of underground telephone cable and aerial telephone wires and poles, transmission towers, electrical cables and water supplying lines. During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines etc. it will therefore be the responsibility of the Contractor to protect them carefully. All such cases should be brought to the notice of the Engineer by the contractor and also to the concerned department. Any damage whatsoever done to these cables and pipe lines by the contractor shall be made good by him at his cost.

#### **2.2.2 Order of precedence, clarifications and interpretations:**

When various specifications and codes referred to are at variance with each other, the following order of precedence will generally be accepted.

- a) Special conditions of contract, Item wise specifications, revised

specifications if provided and execution drawing notes etc.

- b) CPWD Specifications
- c) I.S. Codes of practice.
- d) Standard specification of the State PWD Govt. of Himachal Pradesh.
- e) In case of items for which specifications are not available in the above mentioned specifications good sound engineering practice shall be followed and in such case specifications given by the employer / engineer shall be final & binding on the contractor.

### 2.2.3 Method of Measurement:

- a) The method of measurement and payment shall be as described under various items of the Bill of quantities
- b) All works shall be carried out in line & level as shown on approved working drawings and as directed by Engineer.

## 2.3 Quality Assurance & Control

### 2.3.1 Quality Assurance Plan

- a) The Contractor shall provide a Quality Assurance Plan (QAP) designed to document the processes and procedures for assuring quality throughout the course of Project complying to the CPWD Manual within 15 days from date of issuance of Letter of Award for the approval by DSCL. The approved quality assurance plan shall form part and parcel of this Contract.
- b) The Contractor shall submit the Request for Inspection (RFI) to the Engineer-in- Charge one day in advance before starting of any Concrete related work. In no case shall the Concrete work be started without submitting the RFI one day before the activity and without the prior approval of Engineer-in- Charge.
- c) In case of non-conformance to the quality control checks in accordance to the quality assurance plan for concrete related works, no payment shall be made to Contractor for non-conformance of Work.
- d) Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No payment shall be made for rectification.
- e) Contractor must carry out physical survey, existing Landscape survey,

contour survey Site using Auto Level / Total Station before commencing the work in presence of DSCL / Engineer.

- f) Soil Investigation Tests shall be conducted for ascertaining the bearing capacity of the soil and other parameters required for the structural design of the building and retaining structures.
- g) For checking density of compacted substrata layer, field density tests shall be carried out as per the frequency approved in the Quality Assurance Plan.

### 2.3.2 Storage of materials

- a) Stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work.
- b) Suitable precautions shall be taken by the Contractor to protect the material against atmospheric actions, fire and other hazards.
- c) The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely-hood of subsidence of soil, such heavy materials shall be stored on approved platforms.
- d) Steel shall be stored on wooden platforms so as to be protected from soil and dampness.

### 2.3.3 Concrete

Regular testing of concrete as per specifications at the specified frequency shall be conducted in the presence of DSCL/ authorised representative / approved laboratory and reports submitted for approval of the work done.

### 2.3.4 List of approved make of materials

The source of material including the quarries shall be approved by DSCL/ Engineer/ consultant appointed by DSCL.

Sr. No	Details of Materials / Equipment	Manufacturer's Name
1	Cement (OPC-(43 & 53G) & PPC)	a) Ultra tech b) ACC c) Ambuja
2	TMT Tor Steel	a) SAIL b) TISCO c) RINL

Sr. No	Details of Materials / Equipment	Manufacturer's Name
3	Structural Steel	a) SAIL b) TISCO c) RINL
4	Aluminum Sections	a) Jindal b) Hindalco
5	Ceramic Tiles (Wall & Floor Tiles)	a) Johnson b) Nitco c) Kajaria d) Orient e) Somany
6	Anti-termite chemical & Wood Preservatives	a) Thiodon b) De-nocil c) Bayer d) Vam Organic e) NOCIL f) Hindustan Insecticides g) Roffe Construction Chemicals
7	Paints (OBD, Emulsion paints, Synthetic enamel Paints)	a) ICI b) Asian c) Berger d) Nerolac
8	Water Proof Cement Paints	a) Snowcem India Ltd. b) ICI c) Asian
9	Red Oxide & Pink Primers	a) ICI b) Asian c) Berger d) Nerolac
10	Precast Cement Concrete Pavers & Tiles	a) Nitco b) Ultra c) Johnson d) Dura crete
11	Plywood & Board (Waterproof)	a) Duro b) Green ply c) Century ply d) Merinolam
12	Plumbing Fittings	a) Jaguar b) Hindware c) Jal
13	Sanitary fittings	a) Hindware b) Cera c) Jaguar

Sr. No	Details of Materials / Equipment	Manufacturer's Name
14	Pipes	a) Finolex b) Vectus c) Astral
15	Pumps	a) Kirloskar
16	Glass	a) Saint Gobain
17	Aluminum hardware	a) Ipsa or Approved equivalent
18	Fasteners	a) Hilti b) Fischer
19	Welding Rod	a) ESSAB Ferro Speed plus b) D&H Norma
20	Electrical Items	a) Bajaj b) Havell's c) Philips d) L&T e) Schneider f) Legrand
21	Water Heater	a) Racold b) Bajaj

- For all other materials for which the manufacturer is not pre-approved, the Contractor shall submit credentials of minimum three manufacturers for prior approval of DSCL/Engineer.
- The manufacturers in the above list may be substituted (if needed) with prior approval of DSCL.
- As per the Govt. of India amendment in General Financial Rule 2017, all bidders should comply to the guidelines issues by the Ministry of Finance Development of Expenditure F.No.6/18/2019-PPD dated 23<sup>rd</sup> July 2020 – Annexure-9

### 2.3.5 Project Staff

The Project Organization Chart with names and designation of staff deployed on site shall be submitted within 15days of commencement of work and approval obtained from DSCL.

To ensure quality of work, the listed positions under Cl. 1.4.6.4 are mandatory to be made available throughout the construction period. The CV and the self-attested certificates shall also be submitted for the listed personnel.

Any replacement during the course of the project shall be approved by DSCL.

Additional staff shall be employed time to time as required.

## 2.4 Payment Certificates

#### **2.4.1 Monthly Payment Certificates**

Subject to Clause 3.2, the Contractor shall submit the monthly statement by the 5th day of the succeeding month in the printed forms in duplicate and in .xls format soft copy (both to be submitted with the application) at the office of the Engineer with a copy of the same to DSCL.

Within 15 (fifteen) days on receipt of the Monthly Statement for Works, the Engineer shall deliver to the DSCL, with a copy to the Contractor, an Interim Payment Certificate (IPC) stating the amount which, in the opinion of the Engineer, is payable to the contractor.

In case of DSCL/Engineer have queries related to various claims in the monthly statement or if it is not supported with necessary details, the DSCL/Engineer will return the same to the contractor for compliance. Contractor has to resubmit the monthly statement with compliance.

#### **2.4.2 Final Payment Certificate**

a. Within 60 (sixty) days after receiving the Completion Certificate the Contractor shall submit to the Engineer for consideration Final Payment Statement as per approved format by the DSCL/Engineer(the "Final Payment Statement") for Works, with supporting documents in duplicate and in .xls format soft copy (both to be submitted with the application) at the office of the Engineer with a copy of the same to DSCL.

b. The Final Payment Statement shall show in detail :

- i. The summary of Contractor's interim Payment claims for Works as submitted in accordance with contract;
- ii. The amounts received from the DSCL against each claim; and
- iii. Any further sums which the Contractor considers due to it from the DSCL.

c. If the DSCL/Engineer disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as they may reasonably require. The Engineer shall deliver to the DSCL:

d. Upon submission of the Final Payment Statement for Works, the Contractor shall give to the DSCL, with a copy to the Engineer, a written discharge confirming that the total of the Final Payment Statement represents full and final settlement of all monies due to the Contractor in respect of this Agreement for all work arising out of this Agreement, except for any monies due to either Party on account of any Defect. Provided that such discharge shall become effective only after the payment due has been made in accordance with the Final Payment Certificate issued.

e. Within 60 (sixty) days after receipt of the Final Payment Statement for Works, and the written discharge, and there being no disputed items



of claim, the Engineer shall deliver to the DSCL, with a copy to the Contractor, a final payment certificate (the "Final Payment Certificate") stating the amount which, in the opinion of the Engineer, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the Engineer shall ascertain from the DSCL all amounts previously paid by the DSCL and for all sums to which the DSCL is entitled, the balance, if any, due from the DSCL to the Contractor or from the Contractor to the DSCL, as the case may be.

- f. Contractor should Remove the temporary structures, labor camps, & dispose surplus materials, debris etc. lying at work site within 30 days from receiving the Completion Certificate.

## 2.5 Time Period & Milestones

### 2.5.1 The Contract Period

The Contract period shall be reckoned from the fifteenth day of issue of Letter of Award or the date of signing the contract, whichever is earlier, which date will be the commencement date to the Completion of the Defect Liability Period.

### 2.5.2 The Construction Period

The construction period shall be **12 calendar months** from the commencement date. The completion date shall be the date of completion of the works at the end of the construction period including any extensions granted there of subject to the condition under Cl.3.7.4.

### 2.5.3 The Defects Liability Period

- a) The Defect Liability Period (Maintenance Period) shall be **12 calendar months** starting from the date of issuance of the Completion Certificate.
- b) The Contractor shall promptly repair or rectify all Defects and deficiencies observed by the Engineer during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the Engineer, in this behalf, or within such reasonable period as may be determined by the Engineer at the request of the Contractor, in accordance with Good Construction Practice.
- c) The scope of work during the Defects Liability Period includes regular maintenance of the constructed facility including painting/polish finishes and electrical fittings in good condition.
- d) The costs of making good all these defects shall be borne solely by the Contractor and deemed to be included in the rates quoted by Contractor.

- e) If the contractor does not rectify the defect or make good the deficiency, the work should be got redone or rectified through another agency, or departmentally by employing skilled labourers, at the contractor's cost with 25% of the cost as penalty for non-performance. The amount shall be deducted from any monies due to the contractor or realization of any Bank guarantee.

#### **2.5.4 The Project Milestones**

No intermediate milestone is specified as per this RFP.

#### **2.5.5 Liquidated Damages**

In case of failure to complete the work/ supply in time the penalty shall be levied @ 0.50% per week or part thereof of the contract price subject to maximum of 10% of the total project cost.

If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the quality of Services and may lead to termination of the Contract and AUTHORITY may on their sole discretion cancel the order.

### **3 General Conditions of Contract (GCC)**

#### **3.1 Scope of Work**

##### **3.1.1 Broad Scope of work**

This Contract is for the execution of the Works by the Contractor for DSCL, as per the Scope of works and Technical Specification as set out in Section 2 and in accordance with the terms and conditions of this Contract.

The Contractor shall, during the term of this Contract, execute the Works and any other work, as may be required to fulfil its obligations under this Contract.

##### **3.1.2 Existing Utilities and roads**

Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with approval of DSCL and the controlling body of that road, right of way or utility.

##### **3.1.3 Shifting of Obstructing Utilities**

The Contractor shall, in accordance with Applicable Laws cause shifting of utility (including electric lines, water pipes and telephone cables) to an

approved location or alignment. The DSCL shall assist the Contractor in obtaining the Applicable Permits for the same. The actual cost of such shifting as approved and communicated by the entity owning the utility (IP&H/HPSEB/BSNL/any other) shall be borne by the Contractor and re-imbrued by DSCL to the Contractor.

#### **3.1.4 Felling of Trees**

The DSCL shall facilitate the Contractor in obtaining the Applicable Permits for felling of trees if such trees cause a Material Adverse Effect on the construction of the Work' as per applicable laws of MoEF & CC. The Parties here to agree that the felled trees shall be deemed to be owned by the owner of the premises and shall be disposed in such manner and subject to such conditions as the owner may in its sole discretion deem appropriate.

#### **3.1.5 Drawings**

Tender drawings are based on preliminary survey. Contractor has to carry out topographic survey jointly with DSCL & based on survey data Contractor shall prepare location specific working drawings and get the same approved from Employer/Engineer before commencement of work on site.

Within 15 days from the Commencement Date the Contractor shall start submitting drawings, construction documents, etc., for review and approval by the Employer / Engineer which shall be reviewed/approved within 7days of receipt.

The intellectual property rights in respect of drawing and all that is relevant to the concept of rights shall be vested in DSCL.

#### **3.1.6 Quality Assurance**

##### **a. Inspection**

The DSCL/PMC and its authorised representative shall at all reasonable times:

- 1) have full access to all parts of the Site and to all Places from which natural Materials are being obtained for use in work; and
- 2) During production, manufacture and construction at the Site and at the Place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

The Contractor shall give the DSCL/PMC and its authorised agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

**b. Samples**

The Contractor shall submit the samples of Materials and relevant information to the DSCL/PMC for pre-construction review:

- 1) manufacturer's test reports
- 2) standard samples of manufactured Materials
- 3) samples of such other Materials as the DSCL/PMC may require
- 4) Test reports as per prescribed frequency in specifications

**c. Quality Control, Tests and Inspection**

1. For determining that work conform to the Specifications and Standards, the Engineer shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in Specifications, and in accordance with Good Industry Practice for quality assurance.
2. During course of the execution if any other laboratory is approved by DSCL for third party testing, the contractor can send the material to that laboratory also.
3. In the event that results of any tests conducted establish any Defects or deficiencies in work, the Contractor shall carry out remedial measures and furnish a report to the Engineer in this behalf. The Engineer shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought work into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards.
4. Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.
5. After completion of all tests as per specifications, the whole work will be subject to a final inspection to ensure that work has been completed as per requirement. If any defects noticed in the work are attributable to Contractor these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the Engineer / DSCL. The DSCL shall have the right to have these defects rectified at the risk and cost of the Contractor, if he fails to attend to these defects immediately.

**3.1.7 Safety & Environment**

**a. Precautions To Avoid Any Nuisance To The Neighborhood / Surrounding**

All necessary precautions to be taken during the implementation of the project (during day or night) to avoid any nuisance or any harm to the neighborhood/surrounding areas of proposed construction site.

No complaint should be raised by the neighborhood /society dwellers/school authority during the development work by contractor or any of the persons directly or indirectly related to the site work.

In case of any such conditions the contractor shall be fully responsible for the consequences & settlement.

**b. Works at night**

Subject to any provisions to the contrary contained in the contract, no work shall be carried out after day hours without the prior permission of the Engineer-in-charge except when the work is unavoidable circumstances, absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Engineer-in-charge or his representative, provided always that the provision of this clause shall not be applicable in the case of any work which it is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention to work at night to the Engineer-in-charge after making all requisite arrangements and management of areas, materials and equipment's, required under any emergency etc.

The contractor can carry on work after office hours, if so required, subject to provide undertaking in writing, for expediting the progress on the works or for any other reasons of technical safety.

Whenever any work is required to be carried out at night in the interest of structural safety or any other reason with authorized to supervise, adequate lighting and other arrangement shall be made in advance by the contractor for proper execution and supervision of such work.

The contractor shall not be however entitled to claim any extra payments for night work. The responsibilities of all kind shall be of contractor.

**c. Opportunities and facilities for other contractor's agencies etc.**

The Contractor shall, in accordance with the requirements of the Engineer's Representative afford all reasonable opportunities to any other Contractors employed by the Employer for carrying out their work and to their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works.

**d. Plant, Machinery & Job facility Area**

The contractor will have to make his own arrangement for storage of materials, plants, equipment's, machineries to be used in the execution of this work well in time after award of the contract, at his own cost.

The land for facilitating the works shall be arranged by the contractor and maintained and re-instated after the implementation as per Environment mitigation norms.

The contractor shall allow the DSCL/Engineer or any person authorized by the Engineer to access the site or any place where work in connection with the contract is being carried out or intended to be carried out or to any place where materials or plant are being manufactured / fabricated/ assembled for the works.

**e. Environmental safeguards**

The Contractor shall take action of following points and note the stipulations as under as regards environmental safeguards as stipulated by the Ministry of Environment, Forests and Climate Change.

**f. Additional Conditions**

Following additional conditions shall be binding on contractor during execution of work.

Any damage caused to either private or public property, services, structures etc. shall be made good by Contractor without any extra cost to the employer

Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents take Place.

## **3.2 Payment Terms**

### **3.2.1 Monthly Payment Certificates**

**a. The Contract Price :**

DSCL hereby agrees to pay to the Contractor for satisfactory discharge of its obligations under this Contract, an Item Rate amount of INR awarded. The Contract Price shall be the full and complete payment for the Contractor's performance of the obligations under this Contract and includes all costs necessary for execution of the Works.

The Contract Price shall be paid in accordance with and in the manner provided in the Special conditions of contract and Annexure 3.2 of this RFP.

The Contract Price shall be inclusive of all taxes and levies under applicable laws. For the avoidance of doubt, all the taxes and duties levied by the state government/ central government/ local bodies at the prevailing rates



applicable on the date of Letter of Award shall be fully borne by the Contractor and shall not be reimbursed to it by DSCL on any account.

Any payment of the Contract Price or part thereof, made by DSCL, shall not be deemed to constitute acceptance by DSCL of the Works or any part(s) thereof and shall not relieve the Contractor of any of its obligations under this Contract.

**b. Monthly Statement**

DSCL shall make monthly payments to the Contractor as certified by the Engineer on completion of a stage, and valued in accordance to its item rates set out in the Bill of Quantities.

The Contractor shall submit the monthly statement for each month on or before the 5<sup>th</sup> day of the following month for all completed work of the stage of works executed during the month in accordance with the bill of quantities and any other Item of Work which has been approved as a variation by DSCL. The Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, and shall issue the Interim payment Certificate within 15 (fifteen) days from the presentation of the monthly statement.

**c. Payment intermediate to monthly certificates**

No payment shall be made for any Works, intermediate to the monthly payments certificates.

**d. Right to Withhold**

The Engineer may refuse to approve any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the Engineer to protect him from loss because :

- a) The Work is defective,
- b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims,
- c) of the Contractor's failure to make payment properly to sub-contractor or for labour, materials or equipment,
- d) of damage to another Contractor, or to the property of others caused by the Contractor,
- e) of reasonable doubt that the Work cannot be completed for the unpaid balance of the Contract Price,
- f) of reasonable indication that the Work will not be completed within the Contract Period,



g) of the Contractor's neglect or unsatisfactory prosecution of the Work including failure to clean up.

h) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute

Once the reasons that enable or require the Engineer to withhold such payments are removed, payment will be made for amounts withheld due to such reasons to the extent the Contractor is entitled to.

**e. Payment on reduced rates on account of items of Work not accepted by the Engineer**

The rates of the items of Work in the Bill of Quantities, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the Technical Specifications. In case where the item of Work are not accepted as so complete by the Engineer, the payment may be made on account of such item at such reduced rates as it may be considered reasonable in the preparation of the payment certificate. The reason for application of such reduced rates shall be justified and recorded.

**f. Correction of Interim Payment Certificates**

The Engineer may by an Interim Payment Certificate make any correction or modification of any previous Interim Payment Certificate issued.

**g. Overpayment & Post payment Audit**

- i. The DSCL further reserves the right to enforce recovery of any over payment when detected
- ii. Whenever any claim for the payment of a sum to the DSCL arises out of or under this Contract against the contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the DSCL or from any sum due to the contractor with DSCL, or from his retention money, or he shall pay the claim on demand.
- iii. The DSCL reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.
- iv. If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the DSCL from the contractor by way of all the means prescribed above.

**h. Royalty charges**

- The contractor hereby agree to pay royalty charges as per the prevailing rates at the time of procurement on consumed minerals in this work like rubble, metal, sand, murum etc. to revenue department, Govt. of Himachal Pradesh and hereby agree to produce receipts of payments of such royalty charges or N.O.C. from concerned revenue department to DSCL.
- In case the receipts of payments of such royalty charges or no-objection certificate from concerned revenue department is not produced by the Contractor, DSCL reserves the right to deduct from any money which is due to the Contractor on account of royalty charges and penalty if any, to the appropriate authorities, if said authority asks DSCL to recover Royalty Charges or otherwise.

### **3.2.2 Price Adjustment**

Price adjustment is not applicable in this contract/RFP.

### **3.2.3 Advance Payments and recovery**

- a) 10 % advance payment for mobilization shall be made within 15 days of signing the contract against a bank guarantee equal to the amount of advance.
- b) The advance amount shall be interest free and shall be recovered at 20% of the certified amount of subsequent payment certificates.
- c) The advance guarantee will be returned on full recovery of the advance amount.

### **3.2.4 Secured Advance against Material brought to Site**

Secured Advance against Material brought to Site Secured advance on the security of materials (which are not combustible, fragile or perishable in nature) brought to the site but not yet incorporated in the works will be made up to 75 (seventy five) per cent of invoice value, or the 75 (seventy-five) per cent of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shall be used within a period of 90 (ninety) days and subject to other stipulations in the contract. The contractor will be required to sign an indenture bond, hypothecating the goods to the procuring entity, and also be responsible for their safe custody. Before the advance is released, the procuring entity may inspect the site to ensure that the Contractor has safeguarded the materials against pilferage and deterioration. It may be ensured that the contractor has not taken any loan/limit from banks against hypothecation of the materials against which the

secured advance is claimed. An undertaking in this regard may also be taken from the contractor. Generally, as per the provisions of the contracts, the contractors are required to submit proof of cost of materials and the delivery of material at site while claiming such advances. The stock register should be maintained from the commencement of the contract and, unless otherwise prescribed in the contracts, the stock, so considered for advance, should generally be only paid stock (and not brought on credit). Where the materials are supplied from a captive source of the contractor, the reasonableness of the valuation of such materials may be ensured. The advance will be repaid from each succeeding running bill (periodic/ interim payment) to the extent materials for which advance has been previously paid have been incorporated into the works. In all cases, the repayment of the advance will be affected after expiry of a period of 120 days since payment of advance, whether the material is consumed in the work or not.

### **3.2.5 Release of Payments**

- a) Payments shall be made by the DSCL within 15 (Fifteen) days of receipt of the Interim Payment certificates issued by the Engineer on satisfactory quality inspection and verification by the AUTHORITY's Official on the conformity on the Goods/ Products/ Services/ Solutions supplied as per the agreed specifications.
- b) DSCL shall deduct payments against statutory deductions such as retention, TDS, GST/VAT, Cess etc. as per rules in force from time to time.
- c) The DSCL shall, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate within 60 (Sixty) days of receipt of the same and in that event no further amount shall ever become due and payable to the contractor in respect of this contract save and except as indicated in the final payment certificate.
- d) Payment shall be made in Indian Rupees by RTGS/ NEFT on Bank in the name of the Contractor.
- e) All remittance charges shall be borne by the Contractor.
- f) Any liquidated damages, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments.
- g) Indirect taxes and levies and any statutory deductions as applicable, shall be deducted as per the prevalent rules and regulations.

### **3.2.6 Retention**

- a) Recovery of Retention Money will commence from the first Interim Payment Certificate (IPC) onwards @ 7% of value of work done from each Interim Payment Certificate limiting to 5% of the Contract Amount.
- b) Retention money will be refunded not later than 90 days on successful

completion of the Defects Liability period.

### **3.2.7 Variations**

#### **3.2.7.1 Change in quantities**

- a) The Contractor is bound to carry out the items in the Bill of Quantities for quantity variation up to 30% (Thirty percent) excess provided that the change does not exceed 1% (One percent) of Initial Contract Price, at the BoQ rates.
- b) However, a new rate or price shall be appropriate for the excess quantity of item of work if it exceeds the 30% of the BoQ quantity and the excess amount exceeds 1% of the initial Contract Amount and shall be approved by the competent authority
- c) If any item of work is not required to be executed or the quantity is less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

#### **3.2.7.2 Extra items**

- a) Items of work not expressly or impliedly described in the schedule, plans or specifications will be treated as **"Variations"**. They will include only items of works which are highly necessary for the proper execution of the work and for its completion, but were not provided in the original contract.
- b) There shall be an order in writing to execute the extra item of work as a **'Variation Order'** from the Employer. Extra item can be additional, substituted, altered or new item depending on their relation to the original item.

#### **3.2.7.3 Payment for Variations**

Rates for the extra item shall be worked out as below:

- (i) In the case of extra items, if accepted rate for an identical item is available in the contract the same shall be taken.
- (ii) In the case of extra items for which similar item exist in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components.
- (iii) In the case of extra items for which similar items do not exist in the contract and rate exist in the standard schedule of rates, the rates shall be arrived based on standard data rate prevalent at the time of ordering the extra item after applying the overall tender variation. However, no tender excess will be applied.

- (iv) In the case of extra items for which standard data is not available and that do not come in the category mentioned in (i), (ii) and (iii) above, the rates shall be worked by the Engineer based on prevailing market rates giving due consideration to the analysis of rates and data furnished by the contractor.

#### **3.2.7.4 Total Variation Cost**

The overall value of all variation works shall be limited to 10% (Ten Percent) of the Initial Contract Price.

### **3.3 Liability and Indemnity and Confidentiality**

#### **3.3.1 Liability and Indemnity**

- a. The Contractor will indemnify, defend, save and hold harmless the DSCL and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "DSCL Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the DSCL Indemnified Persons.
- b. The Contractor shall fully indemnify, hold harmless and defend the DSCL and the DSCL Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
  - i. failure of the Contractor to comply with Applicable Laws and Applicable Permits;
  - ii. payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
  - iii. Non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.
- iv. The Contractor shall fully indemnify, hold harmless and defend the DSCL Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the DSCL Indemnified Persons may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or

other intellectual property, proprietary or confidentiality rights with respect to any materials, information or process used by the Contractor or by the Sub-contractors in performing the Contractor's obligations or in any way incorporated in or related to the Project.

- v. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.
- vi. If, in any such suit, action, claim or proceedings, the Work, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the DSCL a license, at no cost to the DSCL, authorizing continued use of the infringing work.
- vii. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing

### 3.3.2 Confidentiality

- a) AUTHORITY and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract except information available on public domain.
- b) The Successful Bidder shall not use the documents, data, and other information received from AUTHORITY for any purpose other than the services required for the performance of the Contract.

## 3.4 Labour Laws and Welfare

### 3.4.1 Labour Laws to be complied by the Contractor

- a. Notwithstanding any provision as may find here below, Contractor without an exception and limitation shall be liable for complete adherence and responsibilities arising out of all the labour laws as may be in force or as may become effective from time to time. The contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the



commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

- b. The contractor shall ensure the registration of all eligible workers (inclusive of those of subcontractors and petty contractors) with construction workers welfare board.
- c. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work.
- d. No labour below the age of fourteen years shall be employed on the work.

#### **3.4.2 Payment of Wages**

- a. The contractor shall pay to the labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- b. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- c. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wages period, deductions from wages recovery of wages not paid and deductions un-authorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- d. The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their



wages which are not justified by their terms of the contract or non-observance of the Regulations.

e. Under the provision of Minimum Wages (Central) Rules 1950, or statutory modification thereof, the contractor is bound to allow to the labors directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labors and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in- Charge concerned.

f. The contractor shall comply with the provisions of the following

- Payment of Wages Act, 1936.
- Minimum Wages Act, 1948,
- Employees Liability Act, 1938,
- Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947
- Maternity Benefits the modifications thereof
- Or any other laws relating thereto and the rules made there under from time to time.

g. The contractor shall indemnify and keep indemnified DSCL against payment to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulation without prejudice to his right to claim indemnify from his sub-contractors.

h. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract

i. At the time of contract agreement if any revised/amended labour act are introduced by government then the revised labour act/wages will be applicable.

### **3.5 Force Majeure**

- a) The Contractor shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of AUTHORITY in its sovereign capacity, wars or revolutions, fires, floods,

epidemics, quarantine restrictions, and freight embargoes and natural calamities.

- c) If a Force Majeure situation arises, the Contractor shall promptly notify AUTHORITY in writing of such condition and the cause thereof. Unless otherwise directed by AUTHORITY in writing, the Contractor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 3.6 Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 (thirty) days after the receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of that party, clause GCC 3.6 (2) shall become applicable.
2. **Arbitration:**
  - a) In the case of dispute arising, upon or in relation to, or in connection with the contract between AUTHORITY and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation Act, 1996(as amended up to date). Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the AUTHORITY and the Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed as per law. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings
  - b) Arbitration proceedings shall be held in Dharamshala, Himachal Pradesh, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by AUTHORITY and the Contractor.

However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

### **3.7 Time of Completion**

#### **3.7.1 Construction Period**

The time of completion of the works for the implementation of the project as per the deliverable in Clause 3.2.1 shall be the period specified in the Special conditions of contract / Contract Data reckoned from the fifteenth day of issuance of the Letter of Award or from the date of signing of the contract agreement whichever is earlier.

#### **3.7.2 Construction Programme**

The Contractor shall submit a detailed construction programme/schedule in MS project software for the project implementation within 30 days of issuance of Letter of Award. The Programme shall be in the order in which he intends to carry out the work including the anticipated timing of procurement, deployment of resources and quantities involved. The Programme will be projected as Bar Chart presentation and S-curve with cash flow.

Contractor shall promptly give notice of probable future events or circumstance which may adversely affect the work. If at any time actual progress is too slow to achieve target Programme and/or progress has fallen behind the current Programme then the Engineer may instruct the contractor to submit revised Programme with plan to mitigate time loss.

#### **3.7.3 Progress Reports**

Monthly progress reports shall be submitted in two copies to the Authority showing the work executed against the schedule during the construction period of the project. The reports shall contain the following but not limited to these.

- a) The Executive summary
- b) Programme reflecting the progress
- c) S-Curve
- d) Deployment of Contractor's Staff
- e) Deployment of Machinery
- f) Weather Chart
- g) Photographs showing the progress
- h) Any other

The reports shall be submitted on or before the 5<sup>th</sup> day of the following month.

#### **3.7.4 Extension of Time**

The work shall have to be completed within originally stipulated period as indicated in the contract. Time is essence of contract and failure to adhere to the time of completion shall attract liability for the contractor to pay Liquidated Damages as specified in Cl.3.10.

- a. However, it has been agreed between the parties that in event of any variation or change taking place affecting the time of completion, time adjustment shall be made by DSCL for which no additional cost will be payable. Such time extension shall ordinarily be for exceptionally adverse climatic conditions, enforceable shortage in availability of materials or any delay, impediment or prevention caused by or attributable to the DSCL.
- b. If the contractor shall desire an extensions of time for completion of work on the ground of his having been "UNAVOIDABLY" hindered or on compensation event(s) or on any other ground(s), he must apply giving all and complete details of such hindrances and/or compensation event(s) and/or other cause(s) in writing, to the DSCL with copy to the Engineer, positively within 15 (Fifteen) days of occurrence of such hindrance(s)/compensation event(s)/other cause(s) and seek specific extension of time (period from..... to..... ).
- c. Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has "Waived" his right if any to claim extension of time for such cause of hindrance
- d. If at any time during performance of the Contract, the Contractor encounters condition impeding timely delivery of the Services, the Contractor shall promptly notify AUTHORITY in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, DSCL shall evaluate the situation and may at its discretion extend the time for performance in writing.
- e. Delay by the Contractor in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids in DSCL and penalty levied as per Cl.3.10.1 unless an E xtension of time is agreed mutually.

#### **3.7.5 Defect Liability Period**

The Defects Liability period shall be the duration specified in the Special Conditions of contract / Contract Data starting from the date of completion of the entire scope of work on which a completion certificate shall be issued.

### **3.8 Termination**

1. AUTHORITY may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) to (10) of this GCC Clause 3.8. In such an occurrence, AUTHORITY shall give not less than 30 (thirty) days' written notice of termination to the Contractor.
2. If the Contractor does not remedy a failure in the performance of its obligations under the Contract, within 15 (fifteen) days after being notified or within any further period as AUTHORITY may have subsequently approved in writing.
3. If the Contractor becomes insolvent or goes into liquidation, or receiver is appointed whether compulsory or voluntary.
4. If, in the judgment of AUTHORITY, the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days.
6. If the Contractor submits to the AUTHORITY a false statement which has a material effect on the rights, obligations or interests of AUTHORITY.
7. If the Contractor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to AUTHORITY.
8. If the Contractor fails to provide the quality services as envisaged under this Contract, AUTHORITY may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. AUTHORITY may decide to give one chance to the Successful Bidder to improve the quality of the services.
9. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings.
10. If AUTHORITY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
11. In the event AUTHORITY terminates the Contract in whole or in part, pursuant to this GCC Clause 3.8, AUTHORITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Contractor shall be liable to AUTHORITY for any additional costs for such similar services. However, the

Contractor shall continue performance of the Contract to the extent not terminated.

### 3.9 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 3.8, the AUTHORITY shall make the following payments to the Contractor:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1), (2), (3), (4), (5), (6), (7), (8) and (9), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, the AUTHORITY may consider making a payment for the part satisfactorily performed on the basis of *quantum merit* as assessed by it, if such part is of economic utility to the AUTHORITY. The AUTHORITY may also impose liquidated damages as per the terms of this RFP. The Contractor will be required to pay any such liquidated damages to AUTHORITY within 30 (thirty) days of termination date.

### 3.10 Liquidated Damages

- a. If contractor fails to comply with time for completion the contractor being given notice to make good the time fails to do so to the satisfaction of Engineer he shall be liable to pay LD/Delay Damages for the default.
- b. In case of failure to complete the work/ supply in time the penalty shall be levied at the rates given in the Special Conditions of Contract Cl.2.5.5 subject to maximum of 10% of the Total project cost.
- c. If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the quality of Services and may lead to termination of the Contract and AUTHORITY may on their sole discretion terminate the contract. These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.
- d. These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.
- e. DSCL will deduct amount of liquidated damages from due payments to contractor.
- f. Amount shown against Milestones if any will be deducted on weekly basis on not achieving intermediate Milestones or non-completion of work within



stipulated contract period or Extension of time granted by Employer for reasons other than contractor's default.

- g. The Liquidated damages shall be released without interest or charges if contractor achieves the last Milestone on or before completion of approved time limit including extension of time limit, if approved.
- h. If, before the Time of Completion of the whole of the Works or, if applicable, any section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or section, as applicable. The provisions of this Sub-clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

### **3.11 Other Conditions**

#### **3.11.1 Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of India.

The Contractor should comply with all applicable laws and rules of Government of India/ Government of Himachal Pradesh/Municipal Corporation Dharamshala/ Dharamshala Smart City Limited.

#### **Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

#### **3.11.2 Employment rights**

The support executive(s)/ supervisor(s)/ staffs deployed by the Contractor shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.

#### **3.11.3 Employer's right to alter**



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MD CUM CEO, DHARAMSHALA SMART CITY LIMITED reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

### **3.12 Risk Purchase**

In case the Contractor fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the MD CUM CEO, DHARAMSHALA SMART CITY LIMITED reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Contractor

## Annexure 1- Guidelines for Pre-Qualification Proposal

### Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S.No.	List Of Document	File Name	Submitted (Y/N)	Description
1	Proof of Tender Fee and EMD submitted			
2	Bid Covering Letter As per format provided at Annexure 1.2		Reference No: Date of Letter:	
3	Bidders' Particulars As per format provided at Annexure 1.3		Name of bidder(s):	
4	Power of Attorney in favor of Authorized signatory As per format provided at Annexure 6		Date of PoA: Name of Authorized Person:	
5	Copy of Certificate of Incorporation /Registration under Companies Act, 1956/2013 or corresponding Act in abroad		Registration Number: Date of Incorporation:	
6	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years.		Year-wise Details Turnover	
7	Declaration for Not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.		Reference No: Date of Letter:	
8	Valid Copy of PAN		Ref No.	
9	Valid copy of GSTIN registration		Ref No. Date	

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Annexure 1.2 - Pre-Qualification Cover Letter

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(To be submitted on the letterhead of the bidder)

Date:

**To**  
**MD CUM CEO**  
**DHARAMSHALA SMART CITY LIMITED,**  
**Old Himuda Building, Chilgari Dharamshala,**  
**Himachal Pradesh, 176215**

**Subject: Bid for "Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala"**

**RFP Reference No: XX**

Dear Sir,

With reference to your invitation for bids for "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**", we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted EMD of INR [ ] in the form of [.....] and Tender fee of INR [ ] Online through e-Tendering Portal ([www.hpeproc.gov.in](http://www.hpeproc.gov.in)),
- c. We hereby declare that all information and details furnished by us in the bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document

- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
  - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact \_\_\_\_\_ email at \_\_\_\_\_

Thanking you,  
Yours sincerely,

(Signature of the Bidder/ Lead Member)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

### Annexure 1.3 - Format to share Particulars of the Bidder

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of bidder	
2.	Address and contact details of bidder	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., LLP etc.)	
6.	GST Registration No.	
7.	Permanent Account Number (PAN)	
8.	Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	
14.	Organization chart with Name, designation and contact nos. of the management team to be attached	

Please submit the relevant proofs for all the details mentioned above along with your bid response

Authorized Signatory

Name & Designation

Seal

#### Annexure 1.4 - Consortium Agreement

### **DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM**

*[On Non-judicial stamp paper duly attested by notary public]*

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], India, as Party of the First Part and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], as Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS DHARAMSHALA SMART CITY LIMITED, has issued a Request for Proposal dated [Date] (RFP) from the applicants interested in "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**"

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to each of the Parties' rights and obligations towards each other and their working relationship.

BASIS THE MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to bid for the "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**" as a Consortium.
  - b. Sign Contract in case of award.
  - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
  - a. To ensure the technical, commercial and administrative co-ordination of the work package
  - b. To lead the contract negotiations of the work package with the Authority.

- c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party as per each member's field of expertise at each stage of the bidding shall be as below:

Party A: \_\_\_\_\_

Party B: \_\_\_\_\_

- vii. That the proposed administrative arrangements (organization chart) for the management and execution of the Project shall be as follows:
- viii. That the profit and loss sharing ratio shall be \_\_\_\_\_
- ix. That the Parties agree that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Contract until the completion of the Project in accordance with the Contract;
- x. Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- xi. That this MoU shall be governed in accordance with the laws of India and courts in Himachal Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:



**Annexure 2. – Guidelines for Technical Proposal**

**Annexure 2.1 – Check-list for the documents to be included in the Technical Proposal**

S No.	List of Documents	File Name	Submitted (Y/N)	Description
1	Technical bid Covering Letter			Reference No: Date of Letter
2	Project citation report to support that the Bidder* have successfully completed works in last 5 (Five) financial years.			As per Annexure 2.3
3	Project citation report to support the ongoing/ awarded work of the Bidder*.			As per Annexure 2.4
4	Evaluation of the Bid capacity			as per Annexure 2.5
5	Manpower Schedule			As per Annexure 2.6

\* Bidder refers to Sole Bidder or either member of the consortium

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Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the bidder/ lead partner in case of co)

Date: dd/mm/yyyy

To

**MD CUM CEO**  
**DHARAMSHALA SMART CITY LIMITED**  
**Old Himuda Building, Chilgari,**  
**Dharamshala, Himachal Pradesh, 176215**

**Sub.:** Request for Proposal for "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**"

RFP Reference No: XX

Dear Sir/ Ma'am,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**" (hereinafter referred to as "Project").

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**" put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and DHARAMSHALA SMART CITY LIMITED or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 5% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 (one hundred and eighty) days from the date of submission of bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DHARAMSHALA SMART CITY LIMITED.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to DHARAMSHALA SMART CITY LIMITED is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead DHARAMSHALA SMART CITY LIMITED as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of )

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

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**CERTIFICATE AS TO AUTHORISED  
SIGNATORIES**

I \_\_\_\_\_, the Company Secretary of  
\_\_\_\_\_, certify that \_\_\_\_\_

who signed the above bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

**Annexure 2.3. – PROJECT CITATION REPORT – COMPLETED WORKS**

**Statement showing the similar works completed in the last five years.**

Name of Work	Name of HP Govt. Division or State or Central PSU's	Cost of Completion			Remarks (Indicate in % of completion of awarded components)
		Awarded amount	Completion Amount	Penalty if any and amount paid thereafter	
1	2	3			4

**Note: - (1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.**

**(2) It is mandatory to furnish details in this format only.**

Authorized Signatory

Name & Designation

Seal

**Annexure 2.4. – PROJECT CITATION REPORT – ONGOING WORKS/AWARDED**

Name of Work	Name of HP Govt. Division or State or Central PSU's where work is executed	Amount of work completed			Position of works in progress (indicate in % of Completion of awarded components)	Stipulated Date of completion	Remarks
		Awarded amount	Amount of work done up to last running bill	Penalty if any and amount paid thereafter			
1	2	3			4	5	6

**Note: - (1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.**  
**(2) It is mandatory to furnish details in this format only.**

Authorized Signatory

Name & Designation

Seal

## Annexure 2.5 – BID CAPACITY

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the Estimated Amount.

The available bid capacity will be calculated as under:

$$\text{Available Bid Capacity} = A \times N \times 2 - B,$$

Where

'N' = No. of years prescribed for completion of the subject contract.

'A' = Maximum value of works executed in any one year during last Five years (at current price level)<sup>#</sup>

'B' = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years

<sup>#</sup>Note: The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.

Kindly fill the values/ calculations in the format as per table given below:

Name of Department/ Client With Address	N = No. of years prescribed for completion of the subject contract	WC = Amount of works completed (Rs.)	Actual Year of Completion of Work	A = Maximum value of works executed in any one year during last Five years (at current price level)	B = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years	Assessed Available Bid Capacity $A \times N \times 2 - B$
	1.5			$=WC \times (1+7\%)^{(2020-\text{Year of Completion of Work})}$		$=A \times N \times 2 - B$

**Available Bid Capacity =**

Authorized Signatory

Name & Designation

Seal

**Annexure 2.6 – Manpower**

**Technical and Administrative Manpower proposed to be deployed for the project including the mandatory positions as per Cl. 1.4.6.3**

Sl	Name	Designation	Qualification	Experience in similar projects
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Authorized Signatory

Name & Designation  
Seal



### Annexure 3-Guidelines for Financial Proposal

#### Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder/ lead partner)

Date: dd/mm/yyyy

To

MD CUM CEO

Dharamshala Smart City Limited

**Old Himuda Building, Chilgari,**

**Dharamshala - 176215**

**Himachal Pradesh**

**Subject:** Bid for “**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**”

**RFP Reference No: XX**

Dear Sir,

1. We, the undersigned bidder, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, offer to supply/ work in conformity with the captioned bidding document.
2. We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of government taxes/ duties in the financial bid.
3. We undertake, if our bid is accepted, to deliver the goods and services in accordance with the deliverables schedule specified in section 3.2.1. of the RFP.
4. We undertake to successfully operationalize the Project as per scope of work mentioned in the RFP document.
5. We have examined and have no reservations to the Bidding Documents, including any corrigendum/ addendums issued by DHARAMSHALA SMART CITY LIMITED;
6. We understand that any additional hardware and software required to make the Project operational shall have to be provided by us.
7. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.

8. We agree to abide by this bid for a period of 180 days from the last date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
10. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms and conditions as mentioned in the RFP document and declare that we have not submitted any deviations in this regard.

In witness thereof, we submit this bid under and in accordance with the terms of the RFP document.

Date:

Yours faithfully,

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of bidder/ lead partner

**Annexure 3.2 Financial Proposal Format & Instructions**

**To be submitted on e-Tendering Portal only (i.e. [www.hptenders.gov.in](http://www.hptenders.gov.in))**

RFP Reference No: XX

"CONSTRUCTION OF TOILET BLOCKS IN GOVT. SENIOR SECONDARY BOYS  
SCHOOL DHARAMSHALA"

**"BILL OF QUANTITIES"**

Sl. No.	Item Description	Quantity	Units	RATE In Figures To be entered by the Bidder Rs. P
1	2	4	5	13
1	Demolition above G.L. upto all floor level including disposal of unserviceable materials within 20 Metres lead in un reinforced cement concrete upto 15cm thickness.	1.20	cum	
2	Demolition of brick work above G.L. upto all floor level including stacking of serviceable materials and disposal of un-serviceable materials within 20 Metres lead in cement mortar.	32.02	cum	
3	Demolition of stone masonry (Rubble Masonary wall) in cement mortar. below G.L. upto all depths including stacking of serviceable materials and disposal of un-serviceable materials upto all leads and lifts as per Engg. In Charge.	104.40	cum	
4	Cutting in for all kind kind of learth work and disposal of excavated earth upto all leads and lifts as per Engg. In Charge.	12.00	cum	
5	Excavation in foundationsin all kind of soil/rock, trenches etc, in earth work, such as all kind of soil/rock with all leads and lifts and stacking the excavated soil not more than 3 metres clear from the edge of the excavation and then returning the stacked in 15cm. layers, when required in to plinths sides of foundations etc., consolidating each deposited layer by ramming and watering and then disposing of all surplus excavated earth as directed by Engg. In Charge.	196.05	cum	
6	Excavation in drains and channels etc. in earth work including dressing of side and bed and disposing of excavated earth upto all leads & lift disposed earth to be levelled and neatly dressed in all kind of soil as per direction of Engineer in charge.	7.70	cum	
7	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto upto all leads and lifts and as per direction of Engineer in charge.	29.62	sqm	

8	Providing and filling in plinth with sand under floors including watering, ramming, consolidating and dressing complete includes all carriage and lead lift as per Engg.in charge.	7.50	cum	
9	Stone/boulder filling under floors/behind retaining walls of selected hard stone including carriage of material in all leads & lifts and as per direction of Engineer in charge.	32.49	cum	
10	Providing and laying cement concrete mechanically mixed 1:4:8 (1 cement : 4 sand : 8 graded stone aggregate 40mm nominal size) curing complete excluding cost of form work in foundation and plinth including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	34.40	cum	
11	Providing and laying cement concrete mechanically mixed 1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 40mm nominal size) curing complete excluding cost of form work in foundation and plinth including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	8.54	cum	
12	Providing and laying cement concrete 1:2:4 (1 cement:2 sand :4 graded stone aggregate 40mm nominal size) and curing complete excluding cost of form work in:Foundation and plinth Walls including attached but tresses, pilasters, and their caps and bases and string courses etc. upto floor two level.including all taxes and carriage of material upto all leads & lifts, and as per direction of Engineer incharge.	4.03	cum	
13	Providing and laying cement concrete 1:1.5:3 (1 cement :1.5 sand :3 graded stone aggregate 20mm. nominal size) and curing complete excluding cost of form work and reinforcement for reinforced concrete work in foundation & plinth, walls including attached buttresses, pilasters and their caps and bases string courses etc.and independent piers, columns and pillars up to floor two level. including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	63.17	cum	
14	Providing Tor steel reinforcement Fe500 for R.C.C. work including bending, binding and placing in position complete upto all floor level including cost of binding wire with carriage of material upto all leads and lifts and as per direction of Engineer incharge.	6367.35	kg	
15	Providing form work with steel plates 3.15mm.thick welded with angle iron in frame 30x30x5mm. so as to give a fair finish including centering, shuttering, strutting and propping etc. with wooden battens and ballies, height of propping and centering below supporting floor to ceiling upto all heights and removal of the same for insitu-reinforced concrete & plain concrete work in foundation,footings basis of columns etc. and mass concrete floors etc. upto 200mm thickness for vertical & horizontal, and flat & circular surfaces of, soffit, beam, slab, column and retaining structure etc.	963.98	sqm	

16	Providing form work with steel plates 3.15mm.thick welded with angle iron in frame 30x30x5mm. so as to give a fair finish including centering, shuttering, strutting and propping etc.and removal of the same for insitu-reinforced concrete & plain concrete work in drains.i/c carriage of materials of all leads and lifts as per Engg. in Charge.	44.00	sqm	
17	Steel work welded in built up sections / hollow section, in beams joists channels ,angles ,tee ,flats with connection plates or angle cleats as in main and cross beams, hip and jack rafters, purlins connected to common rafters and the like and in In gratings framed guard bars, ladders, railing,brackets and similar works trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of red lead paint including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	2.93	qtl.	
18	Random rubble masonry/ polygonal rubble masonry (Uncoursed/brought to courses) with hard stone of approved quality in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 Sand : 12 Graded stone aggregate 20mm nominal size) in cement mortar 1:6 (1 cement:6 sand) in breast walls and retaining walls also inclusive the rate of carriage of material upto all leads and lifts and as per direction of Engineer incharge.	15.00	cum	
19	Providing and laying cement concrete 1:4:8 (1cement :4sand :8 graded stone aggregate 40mm. nominal size) with 15 % plum and curing complete excluding cost of form work in retaining walls/ Breast walls, the size of plums shall usually be 150mm. to 300mm. as per H.P.P.W.D. Specification including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	278.40	cum	
20	Brick work using common burnt clay second class building bricks with cement mortar 1:3 (1 cement : 3 sand) in super-structure above plinth level upto all floorlevel including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	54.52	cum	
21	Providing and fixing of G.I. wire 5mm thick corresponding to SWG-8. 50mm.x 50mm. Mesh with all taxes and including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	39.90	sqm	
22	Providing and laying weep hole in brick masonry/stone, masonry/plain reinforced concrete in abutment,wing wall,retaining wall with 110 mm diameter PVC pipe extending through the full width of the structure with slope of 1:20 as per drawing and technical specification including carriage of material in all leads and lifts and as per direction of Engineer incharge.	353.70	Rmt.	
23	Providing weep holes in R.C.C drain with 50 mm dia PVC pipe, extending through the full width of the structure with slope of 1:20 towards drawing face. Complete as per drawing and Technical Specifications and including carriage of materials	20.00	no.s	

	upto all leads and lifts and as per direction of Engineer in charge.			
24	Providing and laying heavy duty precast cement concrete 80mm thick laminated interlocking paver blocks vibro compacted upto M-40 grade i/c border or kurb block grey or colored over sub-base of concrete with 25mm thick average thickness of cement mortar 1:4 (1 cement : 4 sand) laid over and jointed with neat cement slurry mixed with pigment to match the shade of blocks i/c curing rubbing & polishing complete including carriage of material upto all leads and lifts and as per direction of Engineer incharge. (Sub base concrete floor to be paid for separately).	15.00	sqm	
25	Painting two coats (excluding priming coat) on new steel and other metal surface under coat with ready mixed paint brushing to give an even shade including cleaning the surface all dirt, dust and other foreign matter with readymixed paint other than white including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	8.16	sqm	
26	Pointing on Random rubble uncoursed stone masonry with cement mortar 1:3 (1 cement :3 sand) raised and cut pointing including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	11.75	sqm	
27	15mm Cement plaster in cement mortar 1:4 (1 cement : 4 sand) in single coat on the rough side of brick/ concrete/ stone walls for interior plastering upto floor two level including arrises, internal rounded angles, chamfers and/or rounded angles not exceeding 80mm in girth and finished even and smooth including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	251.04	sqm	
28	15mm cement plaster in cement mortar 1:3 (1 cement :3 sand) in two coats backing coat 10mm and finishing coat 5mm thick on fair side of brick masonry/stone masonry/concrete walls for interior plastering upto floor two level including arrises, internal rounded angles, chamfers and/or rounded angles not exceeding 80mm in girth and finished even and smooth including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	190.81	sqm	
29	White or other cloured glazed/ anti skid or digital floor, ceramic and wall tiles 6 mm thick in flooring, treads of steps, landing and in skirting risers of steps and dado 12 mm laid on a bed of 12 mm thick cement mortar 1:3(1 cement :3 sand) finished with flush pointing in white cement including carriage of materials with all leads and lifts as per engineer in charge.	429.41	sqm	
30	6mm Cement plaster to ceiling of in Cement mortar 1:3 (1 Cement:3 Sand) including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	155.10	sqm	



31	Ruled pointing on brick work with cement mortar 1:3 (1 cement:3 sand) including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	156.17	sqm	
32	Applying one coat of distemper primer of approved brand and manufacture on wall surfaces and over ceiling and/ sloping roofs after thoroughly brushing the surface free from mortar droppings and other foreign matter and including preparing the surface even and sand papered smooth including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	596.95	sqm	
33	Finishing wall with water proofing cement paint of approved brand and manufacture and of required shade on undecorated wall surfaces(two coats)to give an even shade after thoroughly brushing the surface to remove all dirt and remains of loose powdered materials including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	294.67	sqm	
34	Painting two coats (excluding priming coat) on new concrete / masonry/ plastered surfaces with enamel paint of approved brand and manufacture for use on floors to give an even shade, including cleaning of all dirt, dust and other foreign matter and sand papering as required including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	406.14	sqm	
35	Providing and laying damp proof course to horizontal surface with cement mortar 1:2 (1 cement:2 sand) and curing complete with applying a coat of hot bitumen (mexphalt 80/100 or equivalent) using 1.70 kg. per square metre on damp proof course after cleaning the surface with a piece of cloth lightly soaked with kerosene including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	133.11	sqm	
36	Providing and laying four courses water proofing treatment with bitumen felt over roofs consisting of first and third courses of blow or / and residual bitumen applied hot at 1.45 kg per sq .m of area for each course second course of roofing felt type 3 grade 1 (hessian base self finished bitumen felt) and fourth and final course of stone grit 6 mm and down size or pea sized gravel spread at 6 cu.dm or 0.006 cu.m) per sq.m. Welding preparation of surface excluding grading complete including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	155.10	sqm	



37	Providing and fixing anodised aluminium work for door, window, ventilators and partitions with extruded built up standard tubular and other sections of approved make conforming to IS 733 and IS 1285 anodised transparent or dyed to required shade according to IS 1868. (Minimum anodic coating of grade AC 15) fixed with rawlplugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC/neoprene felt etc. Aluminium sections shall be smooth, rustfree, straight, mitred and jointed mechanically where ever required including cleat angle, aluminium, snap beading for glazing/panelling C.P. brass/stainless steel screws. All complete as per the directions of Engineer-In-Charge.	217.15	kg	
38	Providing and fixing anodised aluminium work for door, window, ventilators for shutters of doors windows & ventilators including providing and fixing hinges/pivots and making provisions for fixing of fittings where ever required including the cost of PVC/neoprene gaskets as required (fittings and glazing/panelling shall be paid for separately).	253.42	kg	
39	Providing and fixing glazing glass panes of 5mm thickness (weight not less than 13.75kg/sqm). in aluminium door, window, ventilator shutters and partition etc with PVC/neoprens gasket etc. complete as per the architectural drawings and the directions of Engineer-In_charge (cost of aluminium snap beading shall be paid in basic item).	7.20	sqm	
40	Providing and fixing ACP sheet of 4mm thickness. in aluminium door, window, ventilator shutters and partition etc with PVC/neoprens gasket etc. complete as per the architectural drawings and the directions of Engineer-In_charge (cost of aluminium snap beading shall be paid in basic item).	38.80	sqm	
41	Providing and fixing M.S. pressed but hinges with necessary screws. (Copper oxidised) 125x65x2.12mm	72.00	no.s	
42	Providing fixing bright finished brass tower bolts (barrel type) with screws etc. complete. 250x10 mm	48.00	no.s	
42.1	100x10 mm	24.00	no.s	
43	Providing and fixing bright finished brass 100mm. Mortice latch and lock and a pair of levers, handles with necessary screws etc. complete (indian make of approved quality)	24.00	no.s	
44	Providing and fixing 125mm bright finished brass handles with screws etc. complete.	24.00	no.s	
45	Providing and fixing high pressure 110 mm dia. PVC Spigot and Socket, waste and ventilating pipe ISI Marked including fixing with approved adhesive complete.	40.00	rmt.	
46	Providing and fixing 110 mm dia. PVC Plain bend ISI Marked including fixing with approved adhesive complete.	40.00	no.s	

47	Providing and fixing 110 mm dia. PVC door bend with oval access door, insertion rubber washer 3 mm thick bolts and nuts ISI marked complete including fixing with approved adhesive complete.	30.00	no.s	
48	Providing and fixing 110 mm X 75 mm. PVC floor trap ISI Marked of self cleaning design including fixing with approved adhesive, cost of cutting and making good the walls and floor etc. complete	40.00	no.s	
49	Providing and fixing 110 mm dia. PVC Collar ISI Marked including fixing with approved adhesive complete.	72.00	no.s	
50	Providing and fixing PVC Clamps ISI Marked of approved design with steel screw and rawl plug etc.complete :-110 mm dia PVC clamp.	80.00	no.s	
51	Providing and fixing square-mouth PVC gully trap complete with C.I. grating brick masonry chamber with water tight C.I. cover with frame of 300 x300 mm size (inside) the weight of cover to be not less than 4.50 kg and frame to be not less than 2.70 kg as per standard design.	52.00	no.s	
52	Constructing brick masonry manhole in cement mortar 1:4 ( 1 cement : 4 coarse sand ) with R.C.C. top slab with 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	24.00	no.s	
53	Making connection of drain or sewer line with existing manhole including breaking into and making good the walls, floors with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) cement plastered on both sides with cement mortar 1:3 (1 cement : 3 coarse sand), finished with a floating coat of neat cement and making necessary channels for the drain etc. complete including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	2.00	no.s	
54	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of (430 x 260 x 350)mm and (340 x 430 x 265)mm sizes respectively with automatic flushing cistern (5 litres cap.) with fittings R.S. or C.I. Brackets standard size galvanised steel flush pipe and spreaders with brass unions and G.I clamps. Complete including painting of cistern and fittings cutting and making good the walls floors where required including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	8.00	no.s	

55	Providing and fixing division plate for urinals 600mmx330mm size i/c all necessary plugs screws and fitting fixtures with carriage of all leads and lifts of the materials, as approval of Engg. In charge.	2.00	no.s	
56	Providing and fixing vitreous wash down floor mounted water closet (WC) with size (475x370x420)mm white colour studio set along with C.P.JET, SEAT COVER, CISTERN (10ltr. cap.) and twin flushing valves etc. complete in all respect, water closet ( European Type - WC pan) with integral 'p' or 's' trap including jointing the trap with soil pipe in cement mortar 1:1 ( one cement, one sand) (with cistern, seat cover and flush fitting) Star White including carriage of materials upto all leads and lifts and as per direction of Engineer in charge.	14.00	no.s	
57	Providing and fixing Health faucet ABS with rabbit cleaning system, flexible tube upto 1.25 mtr. long PVC Flexible tube & ABS wall hook to extended wall mounted type W.C. of quality and make as approved by Engineer - in - charge.	14.00	no.s	
58	Providing and fixing Oval Shape 450x350 mm wash basin on R.C.C Slab, including 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, and making good the walls wherever require.	13.00	no.s	
59	Providing and fixing CP brass bib tap with capstan head 15mm dia with wall flange and areator including carriage of material to all leads and lifts and as per direction of Engineer incharge. (Long nose)	35.00	no.s	
60	Providing and fixing P.V.C. waste pipe with coupling for wash basin/urinals and sink including carriage of material upto all leads and lifts and as per direction of Engineer incharge.	14.00	Each	
61	Providing and fixing S.S rail handle 32 mm dia including carriage of material upto all leads and lift and as per direction of Engineer incharge.	23.00	Each	
62	Providing and fixing 15mm nominal size CP brass angle valve/ Stop Cock with flange including carriage of material to all leads and lifts and as per direction of Engineer incharge.	9.00	Each	
63	Providing and fixing C. P. Brass shower rose with 15mm or 20 mm inlet: 85mm with single flow and shower arm including carriage of material up to all leads and lifts and as per direction of Engineer incharge.	15.00	Each	
64	Providing and fixing in tranches galvanized mild steel tubes (Medium Grade) as per IS Code 1239 tube fitting excavation for tranches will be measured and paid separately including carriage of material up to all leads and lifts and as per direction of Engineer incharge. Jindal/Tata make or equivalent.			
64.1	15mm nominal bore	80.00	Rmt.	
64.2	20mm nominal bore	65.00	Rmt.	
65	Providing and fixing M.I.Union for wash basin or sink 32mm dia including carriage of material to all leads and lifts and as per direction of Engineer incharge.			

65.1	15mm dia	60.00	Each	
65.2	20 mm dia	40.00	Each	
66	Providing and fixing 100 mm X 6 Kgf pvc Poly plast sewerage pipe of working pressure not less than 4.5 kg per square metre (Four point five kilogramme per square metre) including filling the joints with approved adhesive complete	150.00	Rmt.	
67	Providing and fixing 100 mm pipes P or S Trap for water closet Sand cast iron including carriage of material up to all leads and lifts and as per direction of Engineer incharge.	27.00	no.s	
68	Providing and fixing C.P.Brass Towell rail Rack complete with C.P. Brass brackets fixed to wooden plugs with C.P. Brass (600mmx20mm). including carriage of material up to all leads and lifts and as per direction of Engineer incharge.	15.00	no.s	
69	Providing and fixing (500 X 700 X 5)mm Readymade mirror of superior glass mounted on wodden plugs with C.P. brass screw including carriage of material upto all leads and lifts and as per direction of Engineer incharge	9.00	no.s	
70	Providing and fixing Corner Glass shelves (medium) including carriage of material upto all leads and lifts and as per direction of Engineer incharge	11.00	no.s	
71	Providing and fixing CP brass soap dish with CP brass brackets fixed to wooden cleats with CP brass screws including carriage of material to all leads and lifts and as per direction of Engineer incharge.	25.00	no.s	
72	Providing & Fixing in position best Indian make coat and hat robe hooks fixed into wall with c.p. brass screws and rawl plugs etc. complete including cutting and making good the walls etc.including carriage of material up to all leads and lifts and as per direction of Engineer incharge.	10.00	no.s	
73	Providing and fixing C.P. toilet Paper Holder including carriage of material up to all leads and lifts and as per direction of Engineer incharge.	14.00	no.s	
74	Providing and fixing PVC connections pipe with brass unions 45cm length 15 mm nominal bore including carriage of material in all leads and lifts	40.00	no.s	
75	Providing and fixing brass full way valve with wheel 15mm size including carriage of material in all leads and lifts.			
75.1	15mm dia	7.00	no.s	
75.2	20 mm dia	7.00	no.s	
76	Providing and fixing PVC Tee 110mm dia, including carriage of material in all leads and lifts.	30.00	no.s	
77	Kota stone slab flooring 25 mm (average) thick base of cement mortar 1:4 (1 cement :4 sand) laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab. including rubbing and polishing complete.	500.00	sqm	

78	Providing and laying 20mm.thick granite stone in flooring/RCC counter 20mm(average) thickness base of cement mortar 1:3(1cement: 3 sand) laid over and jointed with grey cement slurry mixed with pigment to match the shade of granite stone i/c rubbing and polishing complete.	5.16	sqm	
79	Providing and fixing PVC water storage tank 1000 litres net capacity tank, of ISI : 12701 marked,G.I. inlet and outlet connection, 15mm nominal bore ball valve and mosquito proof PVC cover with locking arrangement including hoisting upto a height of 10 metres above ground level with carriage of material up to all leads and lifts and as per direction of Engineer incharge.	3.00	no.s	
80	Wiring for light point / fan point / exhaust fan / call bell point with 1.5 Sq. mm. PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface/recessed steel conduit with modular switch, modular plates, suitable G.I. box and earthing the light point with 1.5 Sq.mm. HRFRLS/PVC insulated single core copper conductor cable as required. Light Point - Group A	14.00	Point	
81	Supplying and fixing following rating Modular switch /socket in the existing switch box / cover plate including connections etc. as required. S.P. 5/ 6 Amps one way Modular switch.	4.00	Each	
82	Supplying and fixing following rating Modular switch /socket in the existing switch box / cover plate including connections etc. as required. 5 pin, 5/ 6 Amps Modular socket outlet.	4.00	Each	
83	Providing and fixing , straight linear LED tubelight 1200 mm , 18- watt LED Tubelight , complete with all accessories, connections, testing and commissioning etc. as required.	14.00	Each	
84	Supplying and fixing of following way, single pole and neutral sheet steel MCB distribution board, 240 volts, on surface / recess, complete with tinned copper bus- bar, wire-set, neutral link, earth bar, din-bar, detachable gland plate, blanking plate, cable, identification labels interconnections, phosphatized and powder painted, including earthing etc. as required:-Double door-8 way	2.00	Each	
85	Supplying and fixing following rating, double pole (single phase & neutral) 240 volts, residual current circuit breaker (RCCB), having a sensitivity current up to 300 miliampers in the existing MCB DB complete with connections, testing and commissioning etc. as required. 40 Amps. Cat-A.	2.00	Each	
86	Supplying and erection of 40/50/63 amps rating, 10 KA breaking capacity, 240 volts, 'C' curves, miniature circuit breaker of following poles in the existing MCB DB complete with connections etc. as required:- Double pole. Cat-A.	2.00	Each	
87	Supplying and erection of 6 amps. to 32 amps. rating, 10 KA breaking capacity, 240 volts, 'C' curves, miniature circuit breaker of following poles	8.00	Each	



	in the existing MCB DB complete with connections etc. as required:-Single pole. Cat-A.			
88	Providing and laying of one No. aluminium conductor, PVC insulated and PVC sheathed, armoured/XLPE power cable, working voltage 1100 volts grade direct in ground; to be laid 1 meter below the ground level including excavation sand cushioning, protective covering and refilling the trench etc. of the required size:- Armoured cable 6 sq. mm (twin core)	100.00	R.Mtr.	
89	Supplying and drawing following size of PVC insulated, heat resistant, flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in existing surface / recessed, Steel/PVC conduit as required. PVC insulated HRFR LS Copper conductor 3 x 1.5 Sq. mm.	20.00	Meter	
90	Supplying, Installation, Testing & Commissioning of Copper Bonded Electrode 50 MM X 2000 MM Supply Of Advance Maintenance Free Chemical Gel Earthing Electrode X 2000 mm, Filled With Highly Conductive Metallic Compound Mixture CCM, With The Permanent Sealing Of The Both End , 20x3 mm Copper Bonded Electrode 50 MM X 2000 MM Supply Of Advance Maintenance Free Chemical Gel Earthing Electrode 50 mm With The Strip of gi, Terminal 40 mm x 6mm, Terminal Hole 10mm, with two backfill compound bags each containing 25 kgs of chemical. including with Pit Covers, 6 mm wire on surface or in recess for loop earthing as required., & Labour Charges As per Engineer -in Charge.Earthing system standrad must be as per IS 3043:1987, IS 3043: 2018 or equivalent IEC code.	2.00	Set	

**(Total Amount in words: Rupees ..... only)**

**Instructions:**

- DHARAMSHALA SMART CITY LIMITED does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may vary. The payment shall be made based on unit cost quoted for the particular item on actual work/ item is undertaken/ supplied.
- All items provided should be under Insurance. The Insurance should be for entire duration of the Project including operation and maintenance period and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc as per clause 1.9.
- All the prices are to be entered in Indian Rupees only in figures and words.
- DHARAMSHALA SMART CITY LIMITED reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- Rates to be quoted in considering that all the items and services to be provided at the locations provided by DHARAMSHALA SMART CITY LIMITED.

- f) The rates quoted shall include all Taxes including GST, Duties and Levies. Standard deductions will be made in the invoices as per the prevailing practice.
- g) The rate shall be quoted inclusive of all leads and lifts and other incidentals for the completion of each item of work. Cost of any dewatering, slush removal, shoring and strutting, removal of stumps and placing concrete in/under water is deemed to be included in the respective items. No additional cost will be allowed in this regard.
- h) The contractor has to arrange suitable dumping site for unserviceable material, excess earth and debris at his own risk and cost.
- i) All the dismantled serviceable material shall be property of the successful bidder, the bidder shall quote his rates accordingly.
- j) The bidder should refer the RFP document for details on the technical requirements of the items of work and the benchmark specifications for the items mentioned in the financial formats.
- k) Any component/ fixtures/ ancillary/ adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.



**Annexure 4- Format for Declaration by the bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

MD CUM CEO

**Dharamshala Smart City Limited**  
**Old Himuda Building, Chilgari,**  
**Dharamshala - 176215**  
**Himachal Pradesh**

**Subject:** Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

**RFP Reference No: XX**

Dear Sir/ Ma'am,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the \_\_\_\_\_ ("Company") is not debarred/ black -listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the bid.

In the event of any deviation from the factual information/ declaration, DHARAMSHALA SMART CITY LIMITED reserves the right to reject the bid or terminate the Contract without any compensation to the Company.

Thanking you,  
Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure 5 - Format of sending pre-bid queries

**RFP Reference No: XX**

**Bidder's Request For Clarification**

Name and complete official address of Organization submitting query/request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
S.No.	Clause No.	Page No.	Content Of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidders are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel in the above format for making consolidation process easy.

#### Annexure 6- Power of Attorney

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ R/o \_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for **"Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala"** (the "Project"), including signing and submission of all documents and providing information/ responses to DHARAMSHALA SMART CITY LIMITED and representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Applicant.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/ Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

---

**POWER OF ATTORNEY FOR LEAD MEMBER BY THE CONSORTIUM MEMBER**

---

(On Non- Judicial Stamp Paper of appropriate Value to be purchased in the name of Consortium)

Know All Men by These Presents That We, the Members whose details are given hereunder..... have formed a Consortium and having our Registered Office(s)/ Head Office(s) at ..... (here in after called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Lead Member") to exercise all or any of the powers for and on behalf of the CONSORTIUM to participate in bid for "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**", as per the Scope of Work stipulated therein for which bids have been invited by the DHARAMSHALA SMART CITY LIMITED, to undertake the following acts:

- (i) To submit proposal, participate and correspond in respect of the aforesaid Bid – Specification of DHARAMSHALA SMART CITY LIMITED on behalf of the "Consortium".
- (ii) To negotiate with DHARAMSHALA SMART CITY LIMITED the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the contract with the DHARAMSHALA SMART CITY LIMITED for and on behalf of the "CONSORTIUM".
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the contract for and on behalf of the "Consortium".
- (v) To submit the Performance Bank Guarantee in the prescribed format and as per terms of the Contract.

It is clearly understood that the Lead Member shall ensure performance of the Contract and if one or both the members fail to perform their respective portion of the Contract, the same shall be deemed to be a default by all the members.

It is expressly understood that this power of Attorney shall remain valid, binding and irrevocable till completion of the Contract period i.e., \_\_\_\_\_ from the date of execution of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the DHARAMSHALA SMART CITY LIMITED and/ or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium members as if done by itself.

In Witness Whereof, the members constituting the Consortium as aforesaid have executed these present on this ..... day of .....Two Thousand Eighteen.

for and on behalf of the member of the  
Consortium 1.....

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

**Notes:**

1. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

**Annexure 7 – Format for Bank Guarantee for Earnest Money Deposit**

To  
**MD CUM CEO**  
**DHARAMSHALA SMART CITY LIMITED**  
**Old Himuda Building, Chilgari,**  
**Dharamshala - 176215**  
**Himachal Pradesh**

Dear Sir/ Ma'am,

BANK GUARANTEE for Earnest Money Deposit – For <Project Name>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid to DHARAMSHALA SMART CITY LIMITED for "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**" (hereinafter called "the bid").

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound to **DHARAMSHALA SMART CITY LIMITED** (hereinafter called "the Authority") for a sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only).

The Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
2. If the bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of bid
  - (a) Withdraws its participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent process after having been shortlisted;

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

---

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees<<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



**Annexure 8 – Format for Performance Bank Guarantee**

For Contract Performance Bank Guarantee

**Ref :** < --- >

Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

To

**MD CUM CEO**

**DHARAMSHALA SMART CITY LIMITED**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956/2013, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ..... (Hereinafter,

referred to as "Contract") with you for "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**", in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of the bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 5% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 5% of the Total Contract Value i.e.,.....<in words> without any demur. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your

decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold valid till 90 (Ninety) days after completion date, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 90 (Ninety) days after the completion date.

We further agree that the termination of the said Contract, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against DHARAMSHALA SMART CITY LIMITED; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available

to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Not with standing anything contained hereinabove, our liability under this Performance Guarantee is restricted to 5% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any further arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 5% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 90 (Ninety) days after the completion date; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 90 (Ninety) days after the completion date.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... Day ..... 20....

---

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

**Annexure 9 Ministry of Finance, Department of Expenditure Public Procurement  
Division**

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block  
New Delhi  
23rd July, 2020

**Order ( Public Procurement No. 2)**

**Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.**

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



(Sanjay Prasad)  
Joint Secretary (PPD)

Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

## **5. Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the Contractor after contract award.

- **Letter of Acceptance**
- **Contract Agreement**

## 6. Letter of Acceptance

*[on letterhead paper of the Employer]*

.....**[date]**.....

To: .....**[name and address of the Implementing Agency]**.....

Subject:..... **[Notification of Award Contract No]**.....

This is to notify you that your RFP/Bid dated.....**[insert date]**.....  
for execution of the.....**[insert name of the contract and identification number, as given in the PCC]**.....for the Accepted Contract  
Amount of.....**[insert amount in numbers and words and name of currency]**, as corrected and modified in accordance with the Instructions to  
Bidders is hereby accepted by DSCL.

You are requested to furnish the Performance Security within 15 days in  
accordance with the Conditions of Contract, using for that purpose the of the  
Performance Security Form included in Annexure 8. Contract Forms, of the Bidding  
Document.

Authorized  
Signature:.....

Name and Title of  
Signatory:.....

Name of  
Agency:.....



## 7. Contract Agreement

THIS AGREEMENT made the ..... day of ..... between ..... **[name of the Employer]** ..... (hereinafter "the Employer"), of the one part, and ..... **[name of the Implementing Agency]**..... (hereinafter "the Implementing Agency"), of the other part:

WHEREAS the Employer desires that the Works known as "**Construction of Toilet blocks in Govt. Senior Secondary Boys School Dharamshala**". should be executed by the Implementing Agency, and has accepted a Bid by the Implementing Agency for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Implementing Agency 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. This Agreement shall prevail over all other Contract documents.
  - (i) the Agreement
  - (ii) the Letter of Acceptance
  - (iii) the Letter of Award
  - (iv) the addenda Nos \_\_\_\_\_(if any)
  - (v) the Special Conditions of Contract
  - (vi) the General Conditions of Contract, including appendix;
  - (vii) the Specifications
  - (viii) the Drawings
  - (ix) Bill of Quantities
- (x) any other document **listed in the PCC** as forming part of the Contract,
3. In consideration of the payments to be made by the Employer to the Implementing Agency as specified in this Agreement, the Implementing Agency 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 hereby covenants to pay the Implementing Agency 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of..... **[name of the borrowing country]** ..... on the day, month and year specified above.

Signed by: \_\_\_\_\_

Signed by:

\_\_\_\_\_  
*For and on behalf of the Employer  
Agency*

*for and on behalf of the Implementing*

in the  
presence of: \_\_\_\_\_

in the  
presence

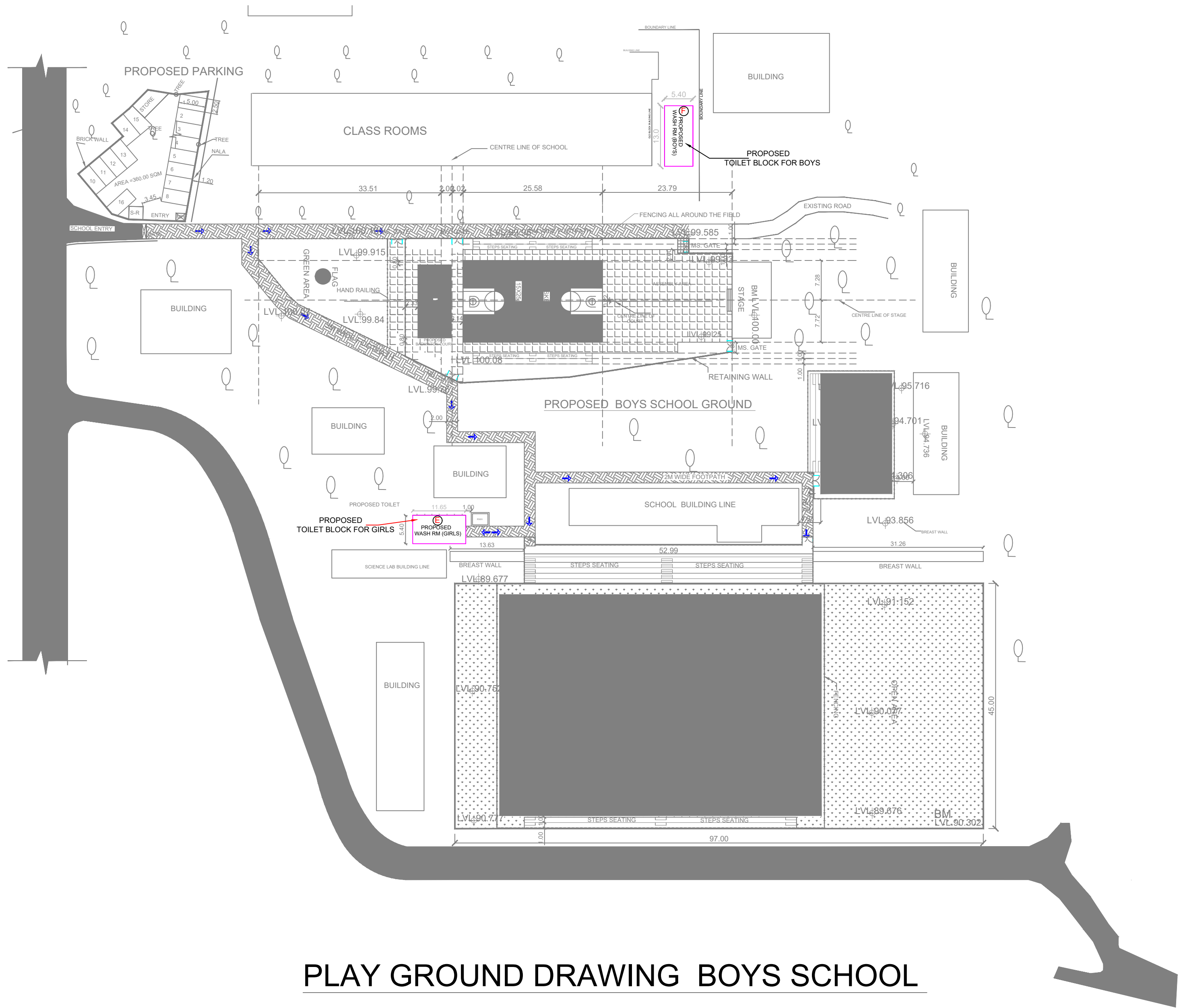
of: \_\_\_\_\_

*Witness, Name, Signature, Address, Date*

*Witness, Name, Signature, Address, Date*

**DRAWINGS**



	LIST OF DRAWINGS	DRAWING NO.	NO. OF SHEET
	LAYOUT DRAWING		
1.0	TOILET BLOCK KEY PLAN FOR GIRLS & BOYS	DRG. NO. AGICL-DSCL-CV-PR-001	1
1.1	TOILET BLOCK PLAN & SECTION FOR GIRLS & BOYS	DRG. NO. AGICL-DSCL-CV-PR-002	1
1.2	TYPICAL PLAN & SECTION OF FOOTING ,COLUMN, BEAM	DRG. NO. AGICL-DSCL-CV-PR-003	1
1.3	TYPICAL SECTION OF RETAINING WALL FOR TOILET BLOCK AREA	DRG. NO. AGICL-DSCL-CV-PR-004	1
ELECTRICAL DRAWING			
2.0	ELECTRICAL LAYOUT OF TOILET BLOCK	DRG. NO. AGICL-DSCL-EL-PR-001	1
2.1	KEY DIAGRAM LAYOUT	DRG. NO. AGICL-DSCL-EL-PR-002	1

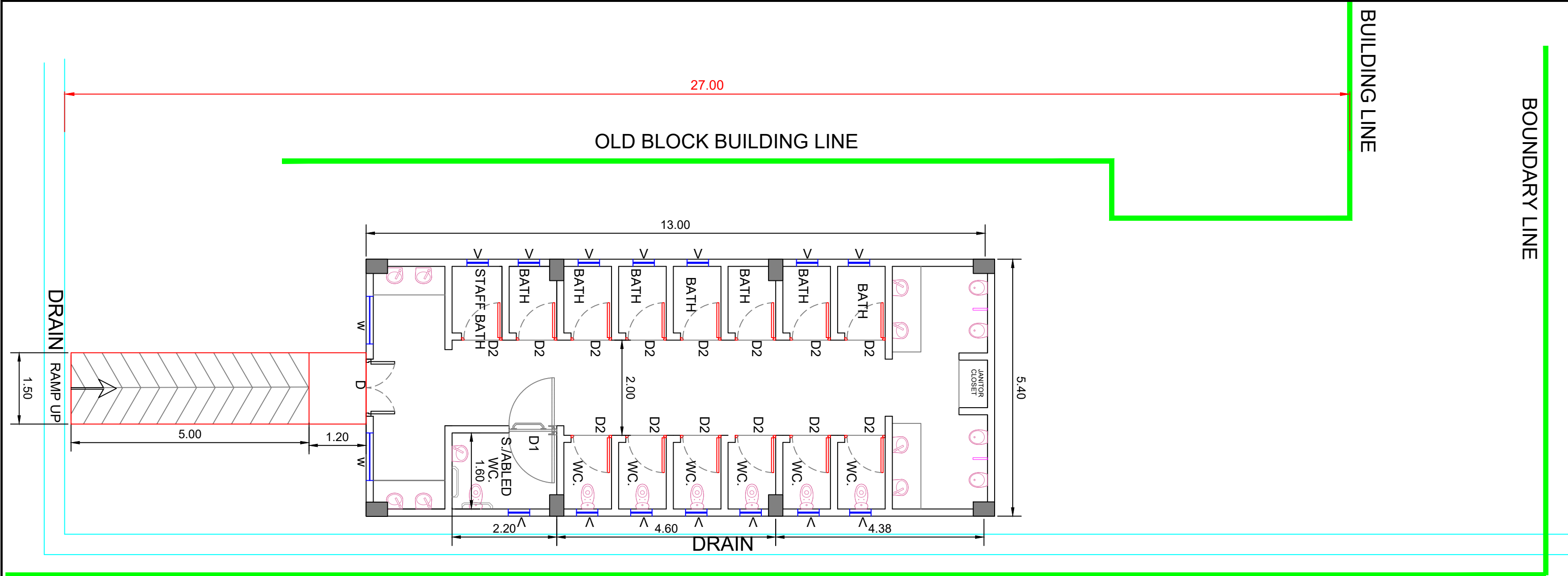


PLAY GROUND DRAWING BOYS SCHOOL

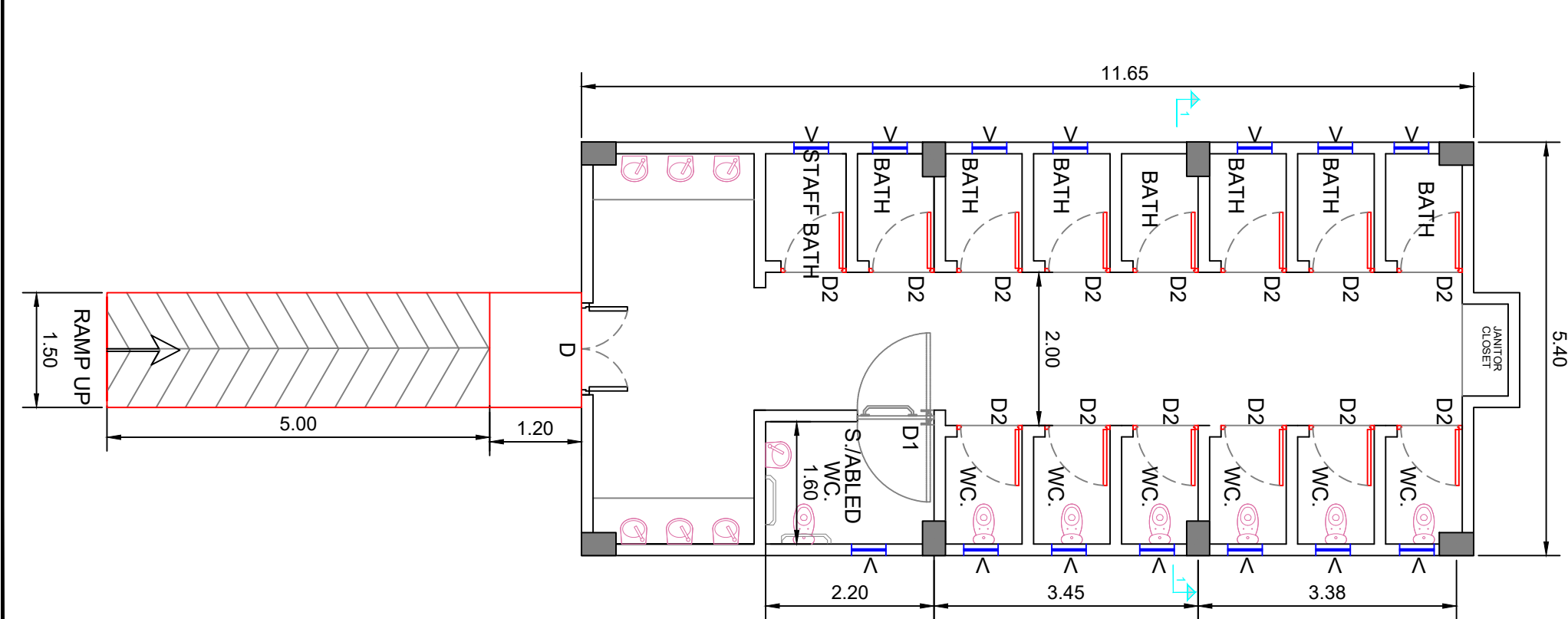
04/12/2020 - 10:03am  
PATH: C:\Users\hpl\AppData\Local\Temp\AcPublish\_9652\GOVT. SCHOOL. PLAY GROUND TOILET BLOCK.dwg

24/10/19	R0	FOR REVIEW		
DATE	REV	DESCRIPTION OF REVISIONS		BY

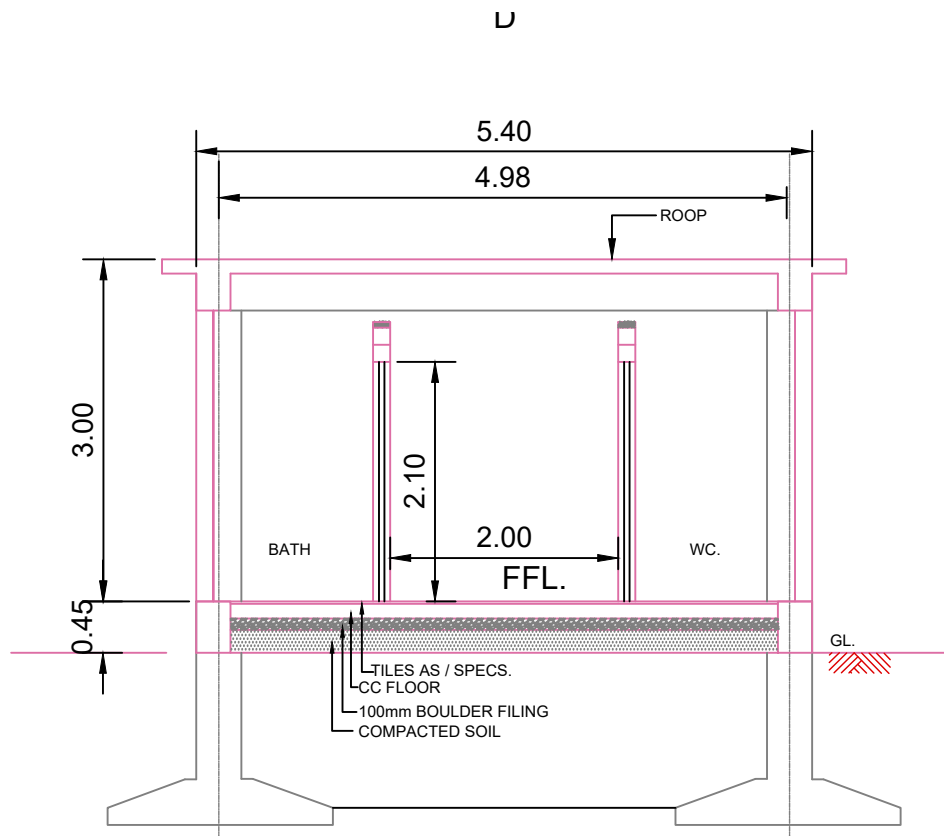
CLIENT: <div><div>Divine Dharamshala Step Forward to a Smart Neighbourhood SMART CITY PROPOSAL</div></div>	CORE AREA:	<div><div>ILF CONSULTING ENGINEERS</div></div> <div><div>IN JOINT VENTURE WITH</div><div>almondz</div><div>the infrastructure specialist</div></div>	PROJECT: CONSTRUCTION OF TOILET BLOCKS AT BOYS SCHOOL		APPROVED BY:	A.S		TITLE : TENDER DRAWING TOILET BLOCK KEY PLAN FOR GIRLS & BOYS
					CHECKED BY:	M.R		
					DESIGNED BY:	S.C/M.R		
					DRAWN BY:	A.S		
			STATUS		SCALE: A2 AS SHOWN	A3	DATE: NOV. 2020	DRG. NO. AGICL-DSCL-CV-PR-001 SH. 1



BOUNDARY LINE  
PROPOSED TOILET & BATH FOR BOYS NEAR OLD BLOCK

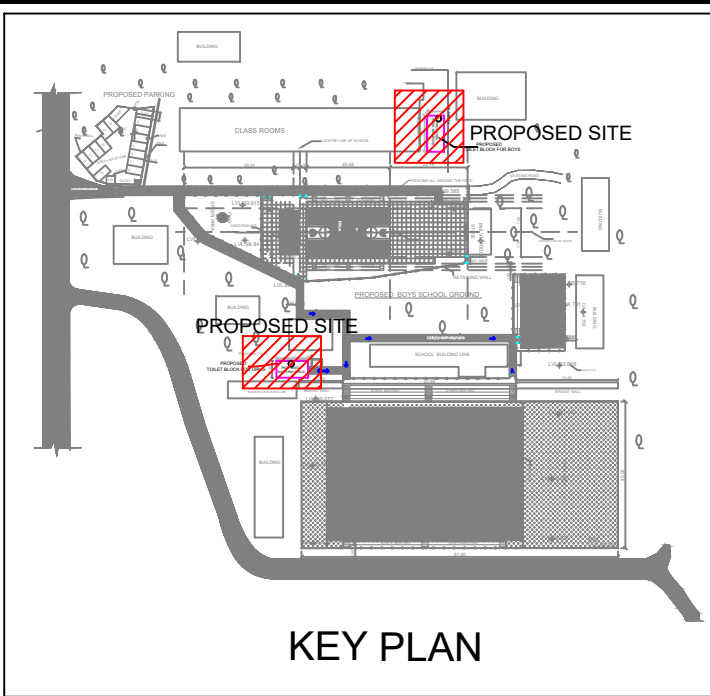


PROPOSED TOILET & BATH FOR GIRLS



SECTION 1-1

DOOR / WINDOW SCHEDULE						
S.N	MRKD	W x L (M)	LINTEL (M)	SILL (M)	DESCRIPTION	REMARK
1.	D	1.2 x 2.25	2.25	-	DOUBLE LEAF DOOR	ALUMINIUM SHUTTER
2.	D1	1.0 x 2.1	2.1	-	SINGLE LEAF DOOR	ALUMINIUM SHUTTER
3.	D2	0.75 x 2.1	2.1	-	SINGLE LEAF DOOR	ALUMINIUM SHUTTER
4.	V	0.6 x 0.3	-	2.1	OPENABLE GLAZING GLASS	ALUMINIUM SHUTTER
5.	W	1.0 x 1.2	2.1	0.9	OPENABLE WINDOW, ALUMINIUM FRAMED WITH GLASS PANEL	ALUMINIUM SHUTTER



DATE	REV	DESCRIPTION OF REVISIONS	BY
24/10/19	R0	FOR REVIEW	



CORE AREA:

PROJECT MANAGEMENT CONSULTANT:



IN JOINT VENTURE WITH almondz the infrastructure specialist

PROJECT: CONSTRUCTION OF TOILET BLOCKS AT BOYS SCHOOL

STATUS

APPROVED BY:	A.S
CHECKED BY:	M.R
DESIGNED BY:	S.C/M.R
DRAWN BY:	A.S

SCALE: A2 AS SHOWN

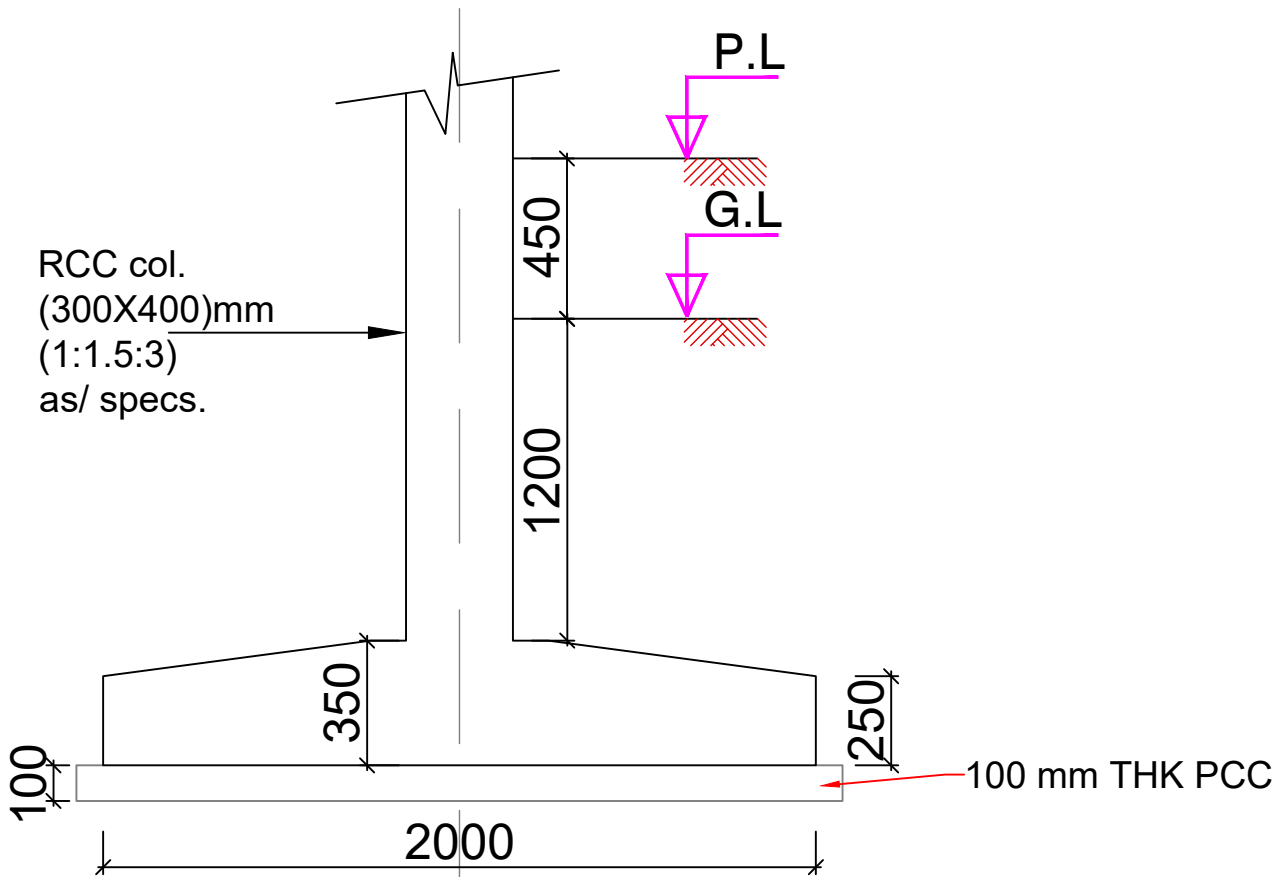
DATE: NOV. 2020

TITLE : TENDER DRAWING  
TOILET BLOCK PLAN & SECTION FOR GIRLS & BOYS

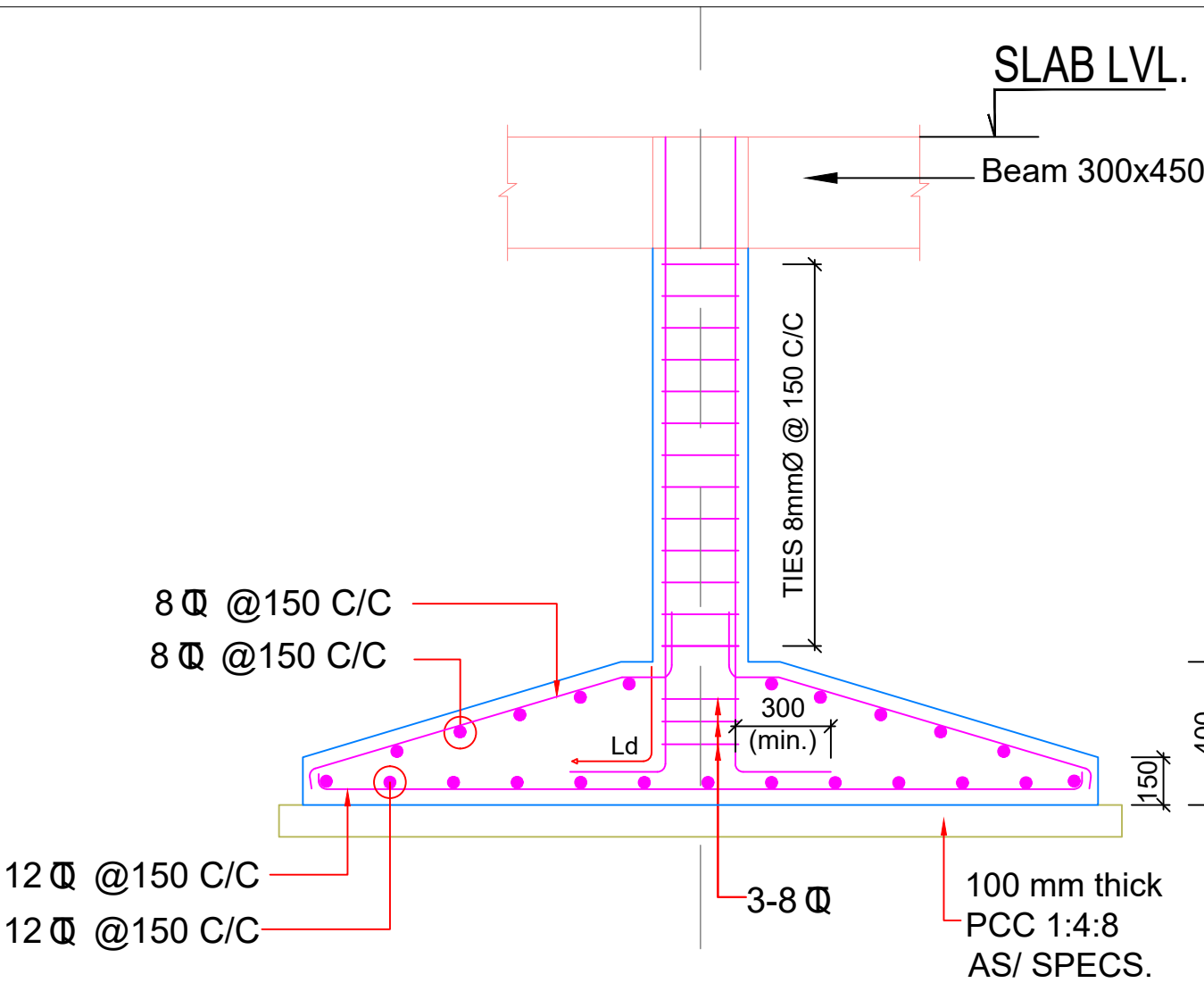
DRG. NO. AGICL-DSCL-CV-PR-002 SH.1

REV. R0

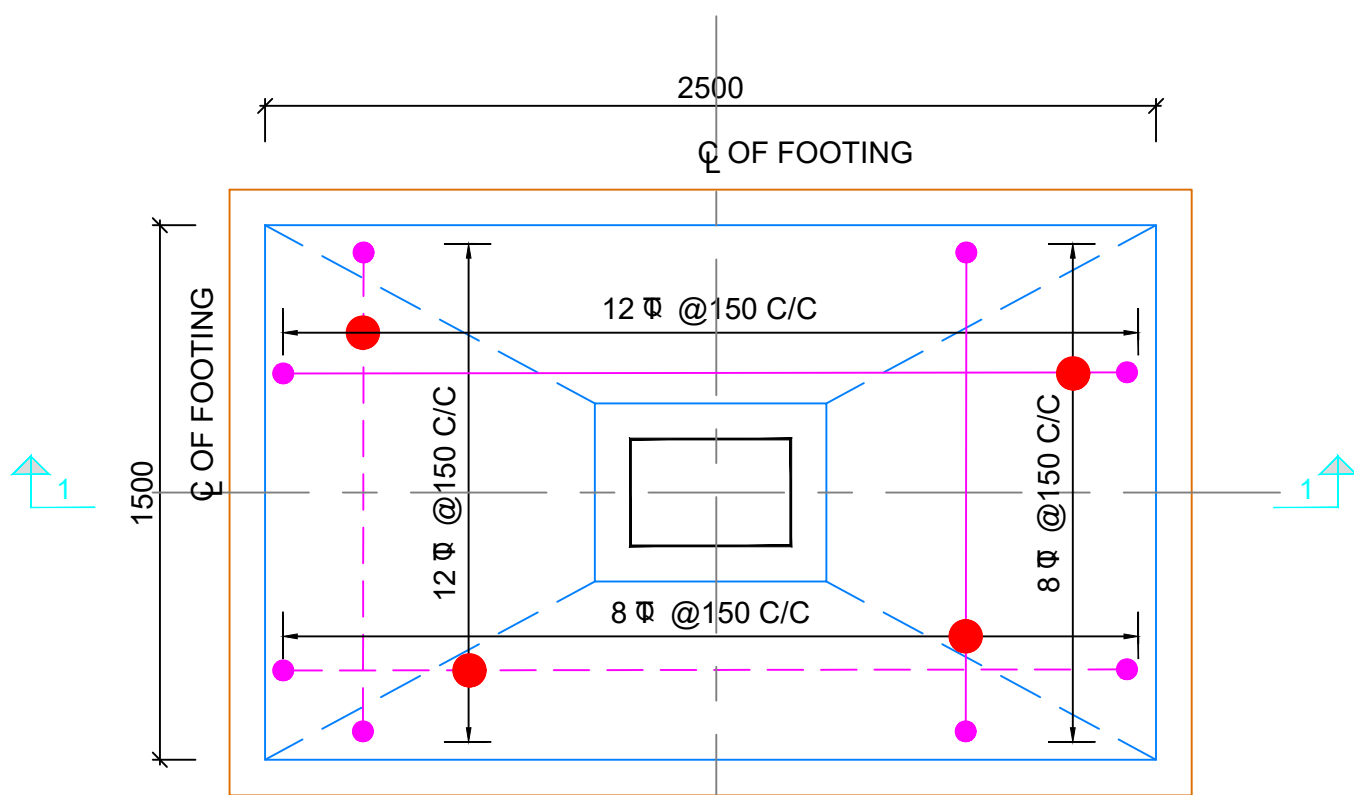




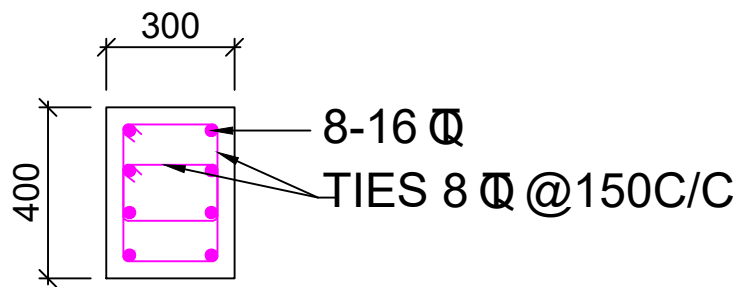
SECTION OF FOOTING



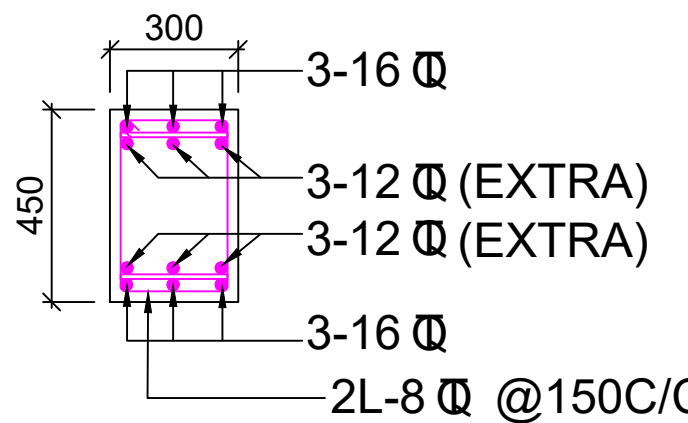
REINFORCEMENT DETAIL OF COLUMN  
(1:50)



TYPICAL DETAIL OF ISOLATED FOOTING



TYPICAL COLUMN SECTION



TYPICAL BEAM SECTION

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[illegible]

# **ELECTRICAL DRAWINGS**



LEGEND:-			
S.N.	SYMBOL	DESCRIPTION OF SYMBOL	REMARK
1		LED TUBE LIGHT	
2		SWITCH BOARD WITH 5AMP POWER SOCKET	
3		DISTRIBUTION BOX (DB)	

[illegible]

[illegible]