



Indore Smart City Development Limited

Request for Proposal

**“Development of Eight Roads and
Construction of Jawahar Marg Bridge
in ABD area under Smart City Mission”**

NIT No: 11/ISCDL/ 17-18 Dated 27th May 2017

Indore Smart City Development Limited

107-109, Palika Plaza Phase II, MTH Compound, Indore (MP), India - 452 007

Tel: +91 731 253 5572, E-mail: smartcityindore16@gmail.com

INDORE SMART CITY DEVELOPMENT LIMITED**APPENDIX 2.10****TENDER DOCUMENT****FOR PERCENTAGE RATE ONLY**
IN WORKS DEPARTMENT AND OTHER DEPARTMENTS

NIT Number and Date : 11/ISCDL/2017-18; Date 27/05/2017

Agreement Number and Date : _____

Name of Work	:	Development of Eight Roads and Construction of Jawahar Marg Bridge in ABD area under Smart City Mission
Name of the Contractor	:	
Probable Amount of Contract	:	
(Rs. in Figures)	:	Rs. 105 Crore
(Rs. in Words)	:	Rupees One Hundred Five Only
Contract Amount	:	
(Rs. in Figures)	:	_____
(Rs. in Words)	:	_____
Stipulated Period of Completion	:	30 Months (Thirty Months) including Rainy Season

Tender Document

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Section-1

NIT No. 11 /ISCDL/17-18

Date: 27 May 2017

NOTICE INVITING TENDER

Indore Smart City Development Limited invites online percentage rate tenders from experienced and reputed contractors for the following works. Tender forms may be purchased online by the eligible contractors.

No.	Name of Work:	Estimated Cost of Work	Cost of Tender Form	Earnest Money Deposit	Completion Period
1	Development of Eight Roads and Construction of Jawahar Marg Bridge in ABD Area under Smart City Mission.	Rs. 105.0 Cr.	Rs. 50,000	Rs.52.50 Lakh	30 Months

Key Dates

1. Last date for Purchase of Tender	:	27 June 2017 till 1730 Hrs.
2. Pre-Bid Meeting	:	14 June 2017 at 1500 Hrs.
3. Last Date for Submission of Tender (Online)	:	28 June 2017 till 1730 Hrs.
4. Last Date for Submission of Hard Copy of Technical Bid and EMD	:	30 June 2017 till 1500 Hrs.
5. Technical Bid Opening (Online)	:	30 June 2017 at 1600 Hrs.
Tender Document and other details shall be available on: - Website- www.mpeproc.gov.in		
Amendment to NIT, if any would be published on website only.		

Chief Executive Officer
Indore Smart City Development Limited, Indore

INDORE SMART CITY DEVELOPMENT LIMITED

Notice Inviting e-Tenders

NIT No. 11 /ISCDL/17-18

Date: 27 May 2017

Indore Smart City Development Limited invites online percentage rate tenders from experienced and reputed contractors for the following works. Tender forms may be purchased online by the eligible contractors.

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3. Last date for Submission of Tender (Online)	:	28 June 2017 till 1730 Hrs.
4. Last Date for Submission of Hard Copy of Technical Bid and EMD	:	30 June 2017 till 1500 Hrs.
5. Technical Bid Opening (Online)	:	30 June 2017 at 1600 Hrs.
Tender Document and other details shall be available on: - Website- www.mpeproc.gov.in		
Amendment to NIT, if any would be published on website only.		

1. All details relating to the Bid Document(s) can be viewed and downloaded from the website mentioned in NIT.
2. Bid document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) pay the cost of Bid Document;
 - ii) deposit the Earnest Money;
 - iii) Submit a check list; and
 - iv) Submit an affidavit.

Details can be seen in the Bid Data Sheet.

4. Eligibility for Bidders:
 - (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.
 - (b) The bidder would be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.
 - (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

5. Pre-qualification – Prequalification conditions, as applicable, are given in the Bid Data Sheet.
6. Special Eligibility - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
7. Amendment to NIT, if any, would be published on website only, and not in Newspaper.

Chief Executive Officer
Indore Smart City Development Ltd., Indore

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

The detailed description of work (hereinafter referred to as ‘**Work**’), is given in the Detailed Project Report prepared by the project consultants (Knight Frank India Pvt Ltd in consortium with Rudrabhishek Enterprises Pvt Ltd for Roads 1 to 7 and M/s Fortress Infrastructure Services for Road 8). The DPR is included in Section 5 of this Tender Document.

2. GENERAL QUALITY OF WORK:

The work shall have to be executed in accordance with the drawings (prepared by Contractor and approved by the competent authority), technical specifications specified in the Bid Data Sheet/Contract Data, and shall have to meet high standards of workmanship, safety and security of workmen and works.

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

The procedure for participation in e-tendering is given in the Bid Data Sheet.

4. ONE BID PER BIDDER

4.1 The bidder can be an individual entity or a joint venture (if permitted as per Bid Data sheet). In case J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.

4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.

5. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the ISCDL.

6. SITE VISIT AND EXAMINATION OF WORKS

The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs shall have to be borne by the bidder.

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders,
3. Conditions of Contract:

- i. Part I General Conditions of Contract and Contract Data; and
 - ii. Part II Special Conditions of Contract.
 4. Specifications
 5. Drawings,
 6. Priced Bill of Quantities
 7. Technical and Financial Bid
 8. Letter of Acceptance
 9. Agreement and
 10. Any other document(s), as specified.
8. The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.
9. **PRE-BID MEETING**
Wherever the Bid Data Sheet provides for pre-bid meeting:
- 9.1 Details of venue, date and time would be mentioned in the Bid Data Sheet. Any Change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
 - 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.
 - 9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
 - 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.
10. **AMENDMENT OF BID DOCUMENTS**
- 10.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
 - 10.2 All amendments shall form part of the Bid Document.
 - 10.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

C. PREPARATION OF BID

11. The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.
12. **DOCUMENTS COMPRISING THE BID**
The bid submitted online by the bidder shall be in the following parts:
- Part 1 – This shall be known as **Envelope A** and would apply for all bids. **Envelope A** shall contain the following as per details given in the Bid Data Sheet:
- i. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet
 - ii. Payment of the cost of Bid Document;
 - iii. Earnest Money; and
 - iv. EPF Registration
 - v. An affidavit duly notarized.

Part 2 – This shall be known as **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfilment of pre-qualification conditions.

Part 3 – This shall be known as Online **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the format prescribed enclosed with the Bid Data Sheet.

13. LANGUAGE

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

14. TECHNICAL PROPOSAL

14.1 Only, in case of bids with pre-qualification conditions defined in the Bid data sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.

14.2 All the documents/ information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document/ information are found false/fake/untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/guarantee, security deposit, enlistment deposit and take any other suitable action.

15. FINANCIAL BID

- i. The bidder shall have to quote rates in format referred in Bid Data sheet, in overall percentage above or below the estimated cost, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same.
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

16. PERIOD OF VALIDITY OF BIDS

The bids shall remain valid for a period specified in Bid Data Sheet after the date of “close for bidding” as prescribed by the Employer. The validity of the bid can be extended by mutual consent in writing.

17. EARNEST MONEY DEPOSIT (EMD)

17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Bid Data Sheet.

17.2 The EMD shall be in the form of Demand Draft/Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However, other forms of EMD may be allowed by the employer by mentioning it in the Bid Data sheet.

- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the Earnest money deposit.

D. SUBMISSION OF BID

18. The bidder is required to submit online bid duly signed digitally, and **Envelope "A"** in physical form also at the place prescribed in the Bid Data Sheet.

E. OPENING AND EVALUATION OF BID

19. PROCEDURE

- 19.1 **Envelope 'A'** shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as nonresponsive, and **Envelope "B" and/or "C"** of such bid shall not be opened.
- 19.2 Wherever **Envelope 'B'** (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the **Envelope 'B'**. **Envelope 'C'** (Financial Bid) of bidders who are not qualified in Technical Bid (**Envelope 'B'**) shall not be opened.
- 19.3 **Envelope 'C'** (Financial Bid) of the qualified bidders shall be opened online at the time & date notified. The bidder shall have freedom to witness opening of the **Envelope 'C'**.
- 19.4 After opening **Envelope 'C'** all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

20. CONFIDENTIALITY

- 20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
- 20.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

21. AWARD OF CONTRACT

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

22. PERFORMANCE SECURITY

22.1 Prior to signing of the Contract the bidder to whom LoA has been issued shall have to furnish performance Security of the amount, form and duration, etc. as specified in the Bid Data Sheet.

22.2 Additional performance security, if applicable, is mentioned in the Bid Data Sheet and shall be in the form and for the duration etc. similar to performance security

23. SIGNING OF CONTRACT AGREEMENT

23.1 The successful bidder shall have to furnish Performance security and additional performance security, if any, and sign the contract agreement within 15 days of issue of LOA.

23.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.

23.3 In the event of failure of the successful bidder to submit Performance Security and additional performance security if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.

24. CORRUPT PRACTICES

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. **“fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. **“Collusive practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

End of ITB

BID DATA SHEET

General

S.N.	Particulars	Data
1	Office inviting Tender	Indore Smart City Development Ltd., Indore
2	NIT No.	11/ISCDL/17-18
3	Date of NIT	27/05/2017
4	Bid document download Available from date & time	
5	Website link	http://www.mpeproc.gov.in

Section 1– NIT

Clause Reference	Particulars	Data
2	Portal fees	Rs. _____ (shall be reflected on the portal)
3	Cost of bid document	Rs. 50,000/-
	Cost of bid document payable at	Bidders shall be directed to the payment gateway through the portal
	Cost of bid document in favour of	-
4	Affidavit format	Annexure B
5	Pre-qualifications required	Yes
	If Yes, details	As per Annexure C
6	Special Eligibility	Yes
	If Yes, details	As per Annexure D
7	Key Dates	Annexure A

Section 2–ITB

Clause Reference	Particulars	Data
1	Name of work	<p>“Development of Eight Roads and Construction of Jawahar Marg Bridge in ABD Area under Smart City Mission”:-</p> <ul style="list-style-type: none"> i) Bada Ganapati to KrishnaPura Bridge. ii) Subhash Marg- Jinsi Depot to Rambag Bridge. iii) Gangwal Bus Stand to Chandra Bhaga Bridge. iv) Rajwada to Subash Marg via Imli Bazar. v) Gorakund to Badwali Chowki. vi) Krishnapura Bridge to Gautampura via Nandlalpura. vii) Gorakund Sq to Jayrampur Bridge via Biyabani. viii) Riverside Road & Riverfront Development from Jawahar Marg Bridge to Chandrabhaga Bridge including Construction of Jawahar Marge Bridge
2	Specifications	Annexure E
3	Procedure for participation in e-	Annexure F

Clause Reference	Particulars	Data
	tendering	
4	Whether Joint-venture is allowed	No
	If yes, requirement for JV	-
	Pre-bid meeting to held	Yes
9	If Yes, Date, Time & Place	Date: 14 June 2017 Time: 15:00 Hrs Place: Indore Smart City Development Limited, 107-109, Palika Plaza Phase II, MTH Compound, Indore (MP), India
12	Envelope-A should reach in physical form to	Chief Executive Officer 107-109, Palika Plaza, Phase II, MTH Compound, Indore (MP) – 452 007.
14	Envelope-B Technical Proposal	Annexure – I (Formats I-1 to I-5)
	Envelope-C Financial Bid	Annexure – J
15	Material to be issued by the department	Nil
16	Period of Validity of Bid	120 Days
	Earnest Money Deposit	Rs. 52.50 Lakh (Rupees Fifty Two Lakh Fifty Thousand Only)
17	Forms of Earnest Money Deposit	i. FDR / e-FDR payable at Indore ii. Demand Draft of Nationalized / Scheduled Commercial Bank payable at Indore iii. Interest Bearing Securities of Post Office iv. Bank Guarantee (Format S2)
	EMD valid for a period of	120 days
	FDR (Fixed Deposit Receipt) must be drawn in favour of	Executive Director, ISCDL, Indore
21	Letter of Acceptance (LoA)	Annexure L
22	Amount of Performance Security	5% of contract amount
	Additional Performance Security, if any (as per clauses 22.2, 23.1)	Yes, applicable.
	Performance security in the format	Annexure M
	Performance security in favour of	Executive Director, ISCDL, Indore
	Performance security valid up to	Till issue of Physical Completion Certificate as per clause 35.1

Annexure – A**KEY DATES & EVENTS**

S. No.	Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1.		Purchase of Tender – Online	-	1030 Hours	27/06/2017	1730 Hours	
2.	Pre-Bid Meeting		14/06/2017	1500 Hours			
3.		Bid Submission – Online			28/06/2017	1730 Hours	
4.	Mandatory Submission Opening		30/06/2017	1600 Hours			Envelope A
5.	Technical Proposal Opening		30/06/2017	1610 Hours			Envelope B
6.	Financial Bid Opening		TBA				Envelope C

Earnest money deposit and affidavit shall be submitted by the bidder so as to reach the office as prescribed in Bid Data Sheet, before specified start time and date of opening of technical proposal as per key dates in Bid Data Sheet.

Annexure – B
(See clause 3 of Section 1-NIT)

|| AFFIDAVIT ||

(To be contained in Envelope A)
(On Non-Judicial Stamp of Rs.100)

I/we _____ who is/are _____
(status in the firm/company) and competent for submission of the affidavit on behalf of M/S
_____ (name of the bidder) do solemnly affirm an oath and state that: I/we
are fully satisfied for the correctness of the certificates/records submitted in support of the
following information in bid documents which are being submitted in response to notice inviting e-
tender No. _____ for _____ (name of the Work) dated
_____ issued by the _____ (name of the Authority).

I/we are fully responsible for the correctness of following self-certified information/ documents and
certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 - a. Term deposit / Demand Draft / Bank Guarantee submitted as Earnest Money Deposit, and other relevant documents provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turn-over is correct.
 - c. Information regarding various physical qualifications is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in
above paras 1 to 3 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Annexure – C

(See clause 5 of Section 1 NIT)

PRE-QUALIFICATIONS CRITERIA

A) The bidder should have an Average Annual Financial Turnover for Construction Works not less than 100% of the probable amount of contract during last 3 financial years.

B) The bidder should have executed either of the following within last 5 years.

- a. **One Civil Infrastructure Work costing not less than 80% of the probable amount of contract; or**
- b. **Two Civil Infrastructure Works costing not less than 60% of the probable amount of contractor**
- c. **Three Civil Infrastructure Works costing not less than 50% of the probable amount of contract.**

Note:

Bidders are required to submit the corresponding Work Order copies & Execution/Completion Certificates issued by the respective clients. The Certificates should be issued by respective authority (not below Executive Engineer) of client. ISCDL may call for original certificates for verification.

Annexure – D

(See Clause 6 of Section 1 NIT)

SPECIAL ELIGIBILITY CRITERIA

The bidder shall have successfully executed during the preceding three years:

- A minimum of one urban transport (Roads, Bridges, MRTS, BRTS or LRTS) project in last 5 years. The value of such work shall not be less than 50% of the probable amount of contract.
- A minimum of one bridge project during the last 5 years. The value of such work shall be not less than Rs. 20 Crore.

Annexure – E**(See clause 2 of Section 2-ITB & Clause 10 of GCC)****SPECIFICATIONS**

The works in General shall be carried out as per latest MP-UADD Specifications, (updated with corrections slips issued upto last date of submission of tender) unless otherwise specified in the nomenclature of the individual item or in the particular specifications of concerned items of works.

For items not covered under MP-UADD specifications with correction slips or those specifications are not given in the technical specifications appended or not incorporated in the nomenclature of the individual item, the work shall be done as per latest relevant BIS Codes of Practice or as per approval of Engineer-in-charge.

All the works shall be executed as per the approved drawings / designs. The patterns shown in the tender drawings can be modified as per the site requirements by the Engineer-in-charge and nothing extra whatsoever shall be payable over and above the quoted rates.

Material should be of the best approved quality obtainable and they shall comply to the respective Indian Standard Specifications. Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the Client/Engineer In-Charge.

Only ISI mark 43/53 grade Ordinary Portland Cement of relevant I.S. specifications shall be used for the work. Any lot of cement brought to site by the contractor would be permitted to be used in the work only after the satisfactory results are received, of the requisite tests under the supervision of the Engineer-In-Charge or his authorized representative.

Crushing Unit and Batching plant- The crushing unit should be capable of producing particles which are equi-dimensional or cubicle in shape conforming to the grading requirement. For this purpose, typical two stage crusher configuration of jaw primary crusher and a cone secondary crusher will be obligatory. In the batching plant, as per the applicable specifications, the aggregates shall pass through screening unit to separate them into different sized fractions and deposit them on bins as per specifications.

GSB & CRM: Disintegrated rock (Moorum) for the items of GSB and Crusher run Macadam shall not be used by the Contractor.

The contractor shall submit test certificate in the Performa prescribed / approved by B.I.S. from the manufacturer for every batch of steel brought to the work site.

The surface regularity of the completed sub-grade, sub-base, base course and widening of surfaces in longitudinal and transverse direction shall be within the tolerance limit indicated in Table 900-1, Clause 902.

Annexure – F

(See clause 3 of Section 2-ITB)

PROCEDURE FOR PARTICIPATION IN E-TENDERING**1. Registration of Bidders on e-Tendering System**

All the PWD registered bidders already registered on the new e-procurement portal <https://www.mpeproc.gov.in>. The user id will be the contractor ID provided to them from MP Online. The password for the new portal as communicated to the bidders registered email ID. For more details, may contact M/s Tata consultancy Services Corporate Block, 5th floor, DB city Bhopal-462011, email id: eproc_helpdesk@mpsdc.gov.in. Helpdesk phone numbers are available on website.

2. Digital Certificate:

The bids submitted online should be signed electronically with a class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain class III Certificate issued by an approved certifying Authority authorized by the controller of certifying Authorities, government of India. A class III digital Certificate is issued upon receipt of the required proofs along with an application. Only upon the receipt of the required documents, a digital certificate can be issued. For details please visit cca.gov.in.

Note:

- i. It may take up to 7 working days for issuance of class III digital certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III digital certificate need not obtain another Digital Certificate for the same. The bidders may obtain more information and the APPLICATION FORM REQUIRED TO BE SUBMITTED FOR THE ISSUANCE OF DIGITAL CERTIFICATE FROM cca.gov.in.
- ii. Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission. The digital certificate issued to the authorized user of a partnership firm/Private limited company/Public Limited Company and user for online bidding will be considered as equivalent to a no-objection certificate/power of attorney to that user.

In case of Partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of partners of the firm.

In case of Private Limited company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a digital certificate. The Digital Signature executed through the use of the responsibility of Management/Partners of the concerned firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh Digital Certificate for the new Authorized user.

3. Set Up of Bidder's Computer System:

In order for a bidder to operate on the e-tendering System, the Computer system of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. The details are available at <https://www.mpeproc.gov.in>

4. Key Dates:

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid is set by the Department.

5. Preparation and Submission of Bids

The bidders have to prepare their online, encrypt their bid data in the Bid forms and submit Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e-Tenders after signing of the same by the Digital Signature of their authorized representatives.

6. Purchase of Bid Document

For purchasing of the bid document bidders have to pay Service Charge online only which is Rs. [as per Bid Data Sheet]. Cost of Bid document is separately mentioned in the detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The payment for the cost of bid document shall be made online through Debit/Credit card. Net banking or NEFT Challan through the payment gateway provided on the portal.

7. Withdrawal, Substitution and Modification of Bids

Bidder can withdraw and modify the bid submission end date.

Note:

- *Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.*
- *Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in*
- *ISCDL shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.*
- *In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.*
- *ISCDL reserves the right for extension of due date of opening of technical bid.*

ANNEXURE-G
(See clause 4 of Section 2-ITB)

JOINT VENTURE (J.V.)

Not Applicable

ANNEXURE-H

(See clause 12 of Section 2 ITB& clause 4 of GCC)

ORGANIZATIONAL DETAILS
(To be enclosed with technical proposal)

S.N.	Particulars	Details
1.	Registration No. issued by centralized registration system of Govt. of MP or proof of application for registration	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Valid registration of Bidder in appropriate class through centralized registration of Govt. of MP Registration no..... date.....	(Scanned copy of Registration to be uploaded)
3.	Name of Organization/ Individual	
4.	Entity of Organization Individual/Proprietary Firm/Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act– 1956)/ Corporation	
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	Details of Authorized Representative	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	

Note: *In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate of the company shall have to be enclosed.*

Signature of Bidder with Seal

Date:

Annexure – I

(See clause 14 of Section 2 of ITB)

Envelope – B, Technical Proposal

Technical Proposal shall comprise the following documents:

S.N.	Particulars to be submitted	Format
1.	Financial and Physical Experience	(Format: I - 1)
2.	Annual Turnover	(Format: I - 2)
3.	List of technical personnel for the key positions	(Format: I - 3)
4.	List of Key equipment/ machine/s in quality control labs	(Format: I - 4)
5.	List of Key equipment/ Machines for Construction Work	(Format: I - 5)

Note:

1. Technical Proposal should be duly page numbered and indexed.
2. Technical Proposal should be uploaded on website www.mpeproc.gov.in, otherwise will not be considered.

Annexure – I (Format: I - 1)

(See clause 14 of Section 2 of ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

(Bidders has to furnish details along with certificates as required for the qualification purposes).

Annexure – I (Format: I - 2)
(See clause 14 of Section 2 of ITB)

ANNUAL TURN OVER

Requirements:

Average annual construction turnover for the construction works to be provided in the following format for the last 3 financial years.

Financial Information			
Financial Year	2014-15	2015-16	2016-17
Annual Turnover (in INR Crore)			
AVERAGE ANNUAL TURNOVER			
<u>Note:</u>			
i. Annual turnover of construction works should be certified by chartered accountant.			
ii. Mandatory Supporting Documents:			
a. Audited balance sheet including all related notes and income statements for the above financial years to be enclosed.			
iii. Should have positive net- worth.			

Annexure – I (Format: I - 3)

(See clause 14 of Section 2 of ITB)

LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS

The Contractor will have to appoint the following key personnel during the execution and entire contract period, apart from other key personnel and support staff as necessary.

S. No.	Details	Required nos.
1	Project Manager with Master's degree in Civil Engineering having minimum relevant post qualification experience of 15 years	One
2	Site Engineer with Degree/Diploma in Civil Engineering having minimum 5(for Degree holders) / 7 (for Diploma holders) years experience	Three
3	Quality Control / Quality Assurance Engineer with Degree in Civil Engineering having minimum 5 years of relevant experience	One
4	Traffic Manager / Safety Officer having 5 years' experience in Road Safety and Management	Two

Penalty for Non-deployment of above staff are as follows:

S. No.	Details	Penalty to be computed on Per Day basis
1	Project Manager with Master's degree in Civil Engineering having minimum relevant post qualification experience of 15 years	Rs. 75,000/- p.m.
2	Site Engineer with Degree/Diploma in Civil Engineering having minimum 5(for Degree holders) / 7 (for Diploma holders) years of experience	Rs. 40,000/- p.m.
3	Quality Control / Quality Assurance Engineer with Degree in Civil Engineering having minimum 5 years of relevant experience	Rs. 30,000/- p.m.
4	Traffic Manager / Safety Officer having 5 years' experience in Road Safety and Management	Rs. 25,000/- p.m.

Annexure – I (Format: I - 4)

(See clause 14 of Section 2 of ITB)

List of Key Equipment / Machines for Quality Control Labs

Indicative Laboratory Equipment List			Available with the bidder		
S. No.	Name of Equipment/ Machinery	Quantity	S. No.	Name of Equipment/ Machinery	Quantity
1	Machinery and Equipment Required for Conducting Tests as per MOST / MORTH Specifications (5th Revision) for Roads & Bridges Works / MP UADD Specifications (Part 3 – Road & Bridge)				
2					
3					
4					
5					
6					
...					
...					
...					
...					

- The contractor shall arrange to provide fully furnished and adequately equipped field laboratory with adequate qualified technical staff. Preferably located adjacent to the Project Office and provided amenities like water supply, electric supply etc.
- The laboratory equipment shall confirm I.S. specifications and MOST / MORTH specifications. The Contractor shall carry out the calibration of the instruments as directed by the Engineer – in- charge on expiry date of calibration. On completion of work in all respect, the equipment will be the sole property of the contractor.
- It shall be considered as incidental to the work, and no extra payment will be made what so ever will not be made for the same.

Annexure – I (Format: I - 5)

(See clause 14 of Section 2 of ITB)

LIST OF EQUIPMENTS / MACHINES FOR CONSTRUCTION WORK

Bidders to furnish details of minimum requirement in the format given below for the Work:

S. No.	Name of Equipment/ Machinery	Min Quantity Required	Details of Equipment/ Machinery Available with the bidder	Quantity Available
1	RMC plant with electronic control having capacity minimum 30 cum/Hr	1		
2	Fixed-form Paver with electronic sensor	1		
3	Vibratory Roller	2		
4	Static roller having minimum 8-10 Ton capacity (2)	2		
5	Motor Grader	2		
6	Loader with Back Hoe	2		
7	Tipper Truck	6		

The successful bidder within 45 days from date of issue of work order shall submit request to the Engineer in charge for inspection of RMC plant conforming to M.O.R.T.&H. specification (located within 30 Km. from the city limits) and machinery. If the bidder does not have their own RMC Plant, then he shall submit the notarized agreement with the plant owner that the plant owner is ready to supply him the RMC for this work.

After Inspection, Engineer In charge may accept the request as it is or instruct for some changes if required in the plant and/or machinery which shall be carried out by the contractor at this own cost. Only after its approval by the Engineer In Charge, the contractor shall carry out work from the approved RMC plant and machinery.

Annexure – J
(See clause 14 of Section 2 of ITB)

FINANCIAL BID
(TO BE CONTAINED IN ENVELOPE C – ONLINE ONLY)

NAME OF WORK: _____
(Name of the work as appearing in the bid for the work)

I/We do hereby BID to execution of the above work within the time specified at the rate (In figures) _____ (In words) _____ percent below / above or at par based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable.

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Executive Director, Indore Smart City Development Limited, Indore or his successors in office the sums of money mentioned in the said conditions.

Note:

Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.

Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.

In case the percentage “above” or “below” is not given by a bidder, his bid shall be treated as non-responsive.

All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder.

Signature of Bidder
Name of Bidder

The above bid is hereby accepted by me on behalf of the Executive Director, Indore Smart City Development Limited, Indore dated the _____ day of _____ 20__

Signature of Officer by whom accepted

Annexure – K
(See clause 15 of Section 2 of ITB)

MATERIALS TO BE ISSUED BY THE DEPARTMENT

Not Applicable

Annexure – L
(See clause 21 of Section 2 of ITB)

No. _____

Dated: _____

LETTER OF ACCEPTANCE (LOA)

M/s. _____

(Name and address of the contractor)

Subject: _____
(Name of the work as appearing in the bid for the work)

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the (Name of Authority), at your bided offer as per scope of work given therein. You are requested to submit within 15 (Fifteen) days from the date of issue of this letter:

a. The performance security/performance guarantee of Rs. _____ (in figures) Rupees _____ (in words only). The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank.

b. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is _____ months including/excluding rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours faithfully,

EXECUTIVE ENGINEER

Annexure – M
(See clause 22 of Section 2 of ITB)

PERFORMANCE SECURITY

To

_____ [Name of Employer]

_____ [Address of Employer]

WHEREAS _____ [name and Address of Contractor] (Hereinafter called “the Contractor”) has undertaken, in pursuance of Letter of Acceptance No. _____ Dated _____ to execute _____ [Name of Contract and brief description of works] (herein after called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of Guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till issue of physical completion certificate.

Signature, Name and Seal of the Guarantor _____

Name of Bank _____

Address _____

Phone No., Fax No., E-mail Address, of Signing _____

Authority _____

Date _____

** An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.*

SECTION 3
Conditions of Contract

Part – I: General Conditions of Contract [GCC]

Table of Clauses of GCC

Clause No.	Particulars	Clause No.	Particulars
	A. General	21	Payments for Variations and / or Extra Quantities
1	Definitions		
2	Interpretations and Documents	22	No compensation for alterations in or restriction of work to be carried out.
3	Language and Law	23	No Interest payable
4	Communications	24	Recovery from Contractors
5	Subcontracting	25	Tax
6	Personnel	26	Check Measurements
7	Force Majeure	27	Termination by Engineer in charge
8	Contractor's Risks	28	Payment upon Termination
9	Liability For Accidents To Person	29	Performance Security
10	Contractor to Construct the Works	30	Security Deposit
11	Discoveries	31	Price Adjustment
12	Dispute Resolution System	32	Mobilization and Construction Machinery Advance
	B. Time Control	33	Secured Advance
13	Programme	34	Payment certificates
14	Extension of Time		E. Finishing the Contract
15	Compensation for Delay	35	Completion Certificate
16	Contractor's Quoted percentage	36	Final Account
	C. Quality Control		F. Other Conditions of Contract
17	Tests	37	Currencies
18	Correction of Defects noticed	38	Labour
	D. Cost Control	39	Compliance with Labour Regulations Defect Liability Period
19	Variations - Change in original	40	Audit and Technical
20	Extra Items	41	Deaths and Permanent Invalidity of Specifications, Designs, Drawings etc. Contractor
		42	Jurisdiction

A. GENERAL

1. DEFINITIONS

- 1.1 **“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2 **“Chief Executive Officer”** means the executive officer as defined under the relevant section of the article of association;
- 1.3 **“Completion”** means completion of the work, as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.4 **“Contract”** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5 **“Contract Data Sheet”** means the documents and other information which comprise of the Contract.
- 1.6 **“Contractor”** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7 **“Contractor's bid”** means the completed bid document submitted by the Contractor to the Employer.
- 1.8 **“Contract amount”** means the amount of contract worked out on the basis of accepted bid.
- 1.9 **“Completion of work”** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10 **“Day”** means the calendar day.
- 1.11 **“Defect”** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12 **“Drawings”** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.13 **“Department”** means Indore Smart City Development Limited, Indore as the case may be.
- 1.14 **“Employer”** means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer/Government/Department wherever used denote the Employer.
- 1.15 **“Engineer”** means the person named in contract data sheet.
- 1.16 **“Engineer in charge”** means the person named in the contract data.
- 1.17 **“Equipment”** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18 **“Executive Director”** means the executive director of the Board as appointed under the provision of the article of association;
- 1.19 **“Government”** means Government of Madhya Pradesh.
- 1.20 **“In Writing”** means communicated in written form and delivered against receipt.
- 1.21 **“Material”** means all supplies including consumables used by the Contractor for incorporation in the work.
- 1.22 **“Stipulated date of completion”** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.

1.23 “Specification” means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.

1.24 “Start Date” means the date 14 days after the signing of agreement for the work. However, the employer may extend this time limit by another 14 days, as and when required.

1.25 “Sub-Contractor” means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract.

1.26 “Temporary Work” means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.

1.27 “Tender/Bid, Tenderer/Bidder” are the synonyms and carry the same meaning where ever used.

1.28 “Variation” means any change in the work which is instructed or approved as variation under this contract.

1.29 “Work” the expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

1.30 “Work Plan” means the implementation plan, including phasing of works, physical completion milestones and other such details that the Employer shall seek from time to time with respect to tracking progress of the works.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations: In the contract, except where the context requires otherwise:

- a. words indicating one gender include all genders;
- b. words indicating the singular also include the plural and vice versa.
- c. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- d. written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

2.2 Documents Forming Part of Contract:

1. NIT with all amendments.
2. Instructions to Bidders
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; with all Annexures
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings
6. Bill of Quantities
7. Technical and Financial Bid
8. Agreement
9. Any other document (s), as specified.

3. LANGUAGE AND LAW

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. COMMUNICATIONS

All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent on the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contract details for communication with the Employer/Engineer shall be as per the details given in Contract Data Sheet. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. SUBCONTRACTING

Subcontracting shall be permitted for contracts value more than amount specified in the Contract Data with following conditions.

- a. The Contractor may subcontract up to 25 percent of the contract price, only with and after the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. The following shall not form part of the sub-contracting:
 - i. hiring of labour through a labour contractor,
 - ii. hiring of plant & machinery
- c. The sub-contractor will have to be registered in the appropriate category in the centralized registration system for contractors of the GoMP.

6. PERSONNEL

- 6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure I-3 of Bid Data sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.
- 6.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. FORCE MAJEURE

7.1 The term "Force Majeure" means an exceptional event or circumstance:

- a) Which is beyond a party's control,
- b) Which such party could not reasonably have provided against before entering into the contract,
- c) Which, having arisen, such party could not reasonably have avoided or overcome, and
- d) Which is not substantially attributed to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies),

- (ii) Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
 - (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
 - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,
- 7.2 In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.
- 7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. CONTRACTOR'S RISKS

- 8.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/drawings or other documents have been approved by the department.

9. LIABILITY FOR ACCIDENTS TO PERSON

The contractor shall be deemed to have indemnified and saved harmless the Government and/or the employer, against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

10. CONTRACTOR TO CONSTRUCT THE WORKS

- 10.1 The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the Contract Data
- 10.2 In the case of any class of work for which there is no such specification as is mentioned in contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
- 10.3 The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, Machinery, tools implements and generally of all means used for the fulfilment of this contract whether such means may or may not approved of or recommended by the Engineer.

11. DISCOVERIES

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

12. DISPUTE RESOLUTION SYSTEM

- 12.1 No dispute can be raised except before the Competent Authority as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.2 No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such disputes.
- 12.3 The Competent Authority shall decide the matter within 45 days.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract data. The Appellate Authority shall decide the dispute within 45 days.
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.
- 12.6 The contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. TIME CONTROL

13. PROGRAMME

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works for the construction of works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Programme
- 13.3 An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations

14. EXTENSION OF TIME

- 14.1 If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.
- 14.2 The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause- 15 of this agreement.
- 14.3 In case of the work already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

15. COMPENSATION FOR DELAY

- 15.1 The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.
- 15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data
- 15.5 In the event of delay in execution of the works as per the timelines mentioned in the contract data the Engineer-in-charge shall retain from the bills of the Contractor Amount equal to the liquidated damages leviable until the contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.
- 15.6 If the contractor is given extension of time after liquidated damages have been paid, the engineer in charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7 In the event the contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against liquidated damages levied.

16. CONTRACTOR'S QUOTED PERCENTAGE

The contractor's quoted percentage rate referred to in the "Bid for works" will be deducted/ added from/to the net amount of the bill after deducting the cost of material supplied by the department.

C. QUALITY CONTROL

17. TESTS

- 17.1 The Contractor shall be responsible for:
- a. Carrying out the tests prescribed in specifications, and
 - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

17.2 The contractor shall have to establish field laboratory within the time specified and having such equipment as are specified in the Contract Data.

17.3 Failure of the contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.

17.4 Ten percent of the mandatory tests prescribed under the specifications shall be got carried out through Laboratories accredited by National Accreditation Board of Laboratories (NABL) by the Engineer-In –Charge and the cost of the such testing shall be deducted from the payments due to Contractor.

18. CORRECTION OF DEFECTS NOTICED DURING THE DEFECT LIABILITY PERIOD

18.1 The defect liability period of work in the contract shall be the as per the Contract Data Sheet.

18.2 The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.

18.3 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. COST CONTROL

19. VARIATIONS - CHANGE IN ORIGINAL SPECIFICATIONS, DESIGNS, DRAWINGS ETC.

19.1 The Engineer in charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Employer, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agree to do the main work.

19.2 The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportion.

20. EXTRA ITEMS

20.1 All such items which are not in the priced BOQ shall be treated as extra items.

21. PAYMENTS FOR VARIATIONS AND/ OR EXTRA QUANTITIES

21.1 The rates for the additional (Extra Quantities), altered or substituted work/ extra items under this clause shall be worked out in accordance with the following provisions in their respective order: -

- a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.
- b. If the item is not in the priced BOQ and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
- c. If the rates of the altered or substituted work are not provided in applicable SOR-such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
- d. If the rates are for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above-then the rates for such composite work item shall be worked out on the basis of the concerned schedule of rates minus/plus the percentage quoted by the contractor.
- e. If the rates of a particular part or parts of the item is not in the schedule of rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract data on the basis of the rate analysis derived out of prevailing market rates when the work was done.
- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by Engineer in charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

22. NO COMPENSATION FOR ALTERATIONS IN OR RESTRICTION OF WORK TO BE CARRIED OUT.

- 22.1 If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer in charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.
- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 The Engineer in charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. NO INTEREST PAYABLE

No interest shall be payable to the Contractor on any payment due or awarded by any authority.

24. RECOVERY FROM CONTRACTORS

Whenever any claim against the Contractor for the payment arises under the contract, the Department shall be entitled to recover such sum by:

- a) Appropriating, in part or whole of the Performance Security and additional Performance Security, if any; and/or Security deposit and/or any sums payable under the contract to the contractor.
- b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contractor of the department, including the securities which become due for release.

- c) The department shall, further have an additional right to effect recoveries as arrears of land revenue under the M.P. Land revenue Code.

25. TAX

- 25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. But the rates shall be excluding excise duty exemption on pipes as per Norms
- 25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor. Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

26. CHECK MEASUREMENTS

- 26.1 The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3 Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. TERMINATION BY ENGINEER IN CHARGE

- 27.1 If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2 The Engineer in charge shall be entitled to terminate the contract if the Contractor
- a. Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
 - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - d. the Contractor does not maintain a valid instrument of financial Security, as prescribed;
 - e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
 - g. if the Contractor, in judgment of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 - h. Any other fundamental breaches as specified in the Contract Data.
- 27.3 In any of these events or circumstances, the engineer in charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 27.2, the Engineer in charge may terminate the contract immediately.
- 27.4 Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

28. PAYMENT UPON TERMINATION

- 28.1 If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less advance payments and penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-charge and shall be final and binding on both the parties.
- 28.2 Payment on termination under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 28.3 If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 24 above.

29. PERFORMANCE SECURITY

The Contractor shall have to submit performance security and additional performance security, if any, as specified in Bid data sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and Additional performance, if any; security remains valid for the period as specified in the Contract data.

30. SECURITY DEPOSIT

- 30.1 Security deposit shall be deducted from each running bill at the rate as specified in the contract data. The total amount of security deposit so deducted shall not exceed the percentage of contract price specified in the Contract data.
- 30.2 The Security may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3 (three) months beyond the completion of defect Liability Period/ Extended Defect Liability Period.
- 30.3 The Security deposit shall be refunded on completion of defect liability period.

31. PRICE ADJUSTMENT

31.1 Applicability

1. Price adjustment shall be applicable only if provided for in the Contract Data.
2. The price adjustment clause shall apply only for the works executed from the date of signing of the agreement until the end of the initial intended completion date or extensions granted for reasons attributed to the Employer by the Engineer.
3. The Contractor shall not be entitled to any benefit arising from the price adjustment clause for extension in the contract period for reasons attributed to the Contractor.
4. In the Force Majeure event the price escalation clause shall apply.

31.2 Procedure

1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the contract data.
2. The price adjustable shall be determined during each quarter from the formula given in the contract data.
3. Following expression and meaning are assigned to the work done during each quarter:

R = Total value of work during the quarter. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the quarter, less value of material issued by the department, if any, during the quarter.

4. Weightages of various components of the work shall be as per the Contract Data.

31.3 To the extent that full compensation any rise or fall in costs to the contractor is not covered by the provisions of this or clauses in the contract, the unit rates and prices included in the contract shall be deemed amounts to cover the contingency of such other rise or fall in costs.

31.4 The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.

31.5 For the purpose of clarity it is pointed out that the adjustment may be either positive or negative, i.e. if the price adjustment is in favour the same shall be recovered from the sums payable to the Contractor.

32. MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE

32.1 Payment of advances shall be applicable if provided in Contract Data.

32.2 If applicable, the Engineer bearing advance payment to the contractor of the against provision by the contractor of an unconditional Bank in nationalized/Scheduled banks, in the name as stated in the in the advance payment. The Guarantee shall remain effective been repaid, but the amount of the guarantee shall be progressively repaid by the contractor.

32.3 The rate of interest shall be as per Contract data.

32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of new construction machinery.

32.5 The advance shall be recovered as stated in the Contract data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. SECURED ADVANCE

33.1 Payment of secured advance shall be applicable if provided in Contract data.

33.2 If applicable, the Engineer in Charge shall make interest bearing advance payment to the contractor of the amounts stated in the Contract Data, against provision by the contractor of an unconditional Bank Guarantee in a form and by nationalized/ scheduled banks, in the name as stated in the Contract Data, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.

33.3 The rate of interest chargeable shall be as per Contract Data.

33.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.

33.5 The advance payment shall be recovered as stated in the Contract Data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

34. PAYMENT CERTIFICATES

The payment to the contractor will be as follows for construction work:

- a. The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- b. The engineer shall check the Contractor's monthly statement and certify the amount to be paid to the contractor.
- c. The value of work executed shall be determined, based on the measurements approved by the Engineer/Engineer in charge.
- d. The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
- e. The value of work executed shall also include the valuation of variations and compensation events.
- f. All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- g. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- h. Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- i. Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- j. The payment of final bill shall be governed by the provisions of clause 36 of GCC.

E. FINISHING THE CONTRACT

35. COMPLETION CERTIFICATE

35.1 A completion certificate in the prescribed format in Contract data shall be issued by the Engineer in charge after physical completion of the work.

35.2 After final payment to the contractor, a final completion certificate in the prescribed format in the contract data shall be issued by the Engineer in charge.

36. FINAL ACCOUNT

36.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the competent authority as defined in the Contract data, who shall decide on the amount payable to the contractor after hearing the Contractor and the Engineer in Charge.

36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

F. OTHER CONDITIONS OF CONTRACT

37. CURRENCIES

All payments will be made in Indian Rupees.

38. LABOUR

38.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

38.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

39. COMPLIANCE WITH LABOUR REGULATIONS

39.1 During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

40. AUDIT AND TECHNICAL EXAMINATION

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. To be made after payment of the final bill and if as a result of such audit and technical examination nay sum is found to have been overpaid in respect of any work done by the contractor under the contract or nay work claimed by him to have been done under the contract and found not to, have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by government to the Contractor.

41. DEATH OR PERMANENT INVALIDITY OF CONTRACTOR

During continuance of the contract, the contractor and his sub- contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications, and bye laws of the state or central government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the major labour laws that are applicable to construction industry are given in the contract data. The contractor shall keep the employer indemnified in case any action is taken against the employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules regulations including amendments, if any, on the part of the contractor, the engineer/employer shall have the right to deduct from any money due to the contractor including his amount of performance of security. The employer/engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the employer. The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the employer at any point of time.

42. JURISDICTION

This contract has been entered into the State of Madhya Pradesh and its validity, construction, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in Indore or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

[End of GCC]

CONTRACT DATA SHEET

Clause Reference	Particulars	Data
1.14	Employer	Indore Smart City Development Limited, Indore
1.15	Engineer	Engineer as notified by employer
1.16	Engineer In Charge	Executive Engineer of ISCDL
1.22	Stipulated period of completion	30 Months including rainy season
3	Language & Law of Contract	English and Indian Contract Act 1872
4	Address & contact details of the Contractor	As per “Annexure – “H”
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	-
5	Subcontracting permitted for contract value	Permitted
6	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical personal not employed	As per Annexure – I (Format: I - 3)
10	Specifications	As per “Annexure – E”
	Drawings	As per “Annexure – N”
12	Competent authority for deciding dispute under Dispute resolution system	Chief Executive Officer, ISCDL, Indore
	Appellate Authority for deciding dispute under Dispute resolution system	Executive Director, ISCDL, Indore
13	Period of submission of updated construction program	15 days after signing of contract agreement and every month thereafter.
14	Competent authority for granting time permission	Executive Director, ISCDL, Indore
15	Milestones laid down for the contract	-
	If yes, details of milestone	As per “Annexure O”
	Compensation (to Employer) for Delay	As per “Annexure P”
17	List of equipment for lab	As per Annexure I
	Time to establish	30 days from date of signing of the Agreement
	Penalty for not establishing lab	Rs. 50,000/- per month (or part thereof) of delay
18	Defects Liability Period for Civil Work	36 months after physical completion of the work
21	Competent authority for determining the rate	Executive Director, ISCDL, Indore
27	Any other condition for breach of contract	-
28	Penalty	Penalty shall be recovered from a. Security deposit as per clause 30 of General Conditions of Contract; and

Clause Reference	Particulars	Data
		b. Compensation imposed as per clause 15 from performance security (Guarantee) including additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher.
29	Performance guarantee (Security) shall be valid up to	Till issue of physical completion certificate as per Clause 35.1.
30	Security deposit to be deducted from each running bill	At the rate of 5%
	Maximum limit of deduction of Security Deposit	5% of final contract amount
31.1 (1)	Price adjustment shall be applicable	Yes
31.2 (4)	Weightages of Component in the work	As per Annexure R
32	32.1 Mobilization and Construction Machinery Advance applicable	Yes
	32.2 If yes, unconditional Bank Guarantee	As per format in Annexure S1
	32.3 If Yes Rate of Interest	10%
	32.4 If Yes, Type and Amount that can be paid	upto 10% of the Contract Amount
	32.5 If Yes, Recovery of Payment	@10% of the Advance from each running bill (third running bill onwards)
33	33.1 Secured Advance Payable	-
	33.2 If Yes, Amount of Secured Advance	-
	33.3 If Yes, Conditions for Secured Advance	-
	33.4 If Yes, Recovery of Secured Advance	-
35	Completion Certificate – after physical completion of work	As per Annexure – U
	Final Completion Certificate – after final payment on completion of the work.	As per Annexure – V
39	Salient features of some of the major labour laws that are applicable	As per Annexure – W

Annexure – N

(See clause 10 of Section 3 of GCC)

DRAWING

1. Layout plan of Project Roads
2. Cross section of 30m wide Road
3. Cross section of 24m wide Road
4. Cross section of 18m wide Road
5. Cross section of 12m wide Road
6. L-Section of Project Roads
7. Layout plan of Proposed Storm Water Pipe network
8. G. A. Drawing of RCC Chamber
9. Details of Rigid Pavement Joints
10. Bedding Details of RCCNP3 Storm Water Pipe
11. G. A. Drawing of RCC Storm Water catch pit Chamber and grating
12. Details of Central Median
 - I. Type –I (0.6 m wide)
 - II. Type –II (1.0 m wide)
 - III. Type –III (2.0 m wide)
13. Details of Electrical Ducts
14. Topographical Survey Plans of Project Roads
15. Schematic Layout Plan of Proposed Water Supply Pipes on Proposed Road
16. Schematic Layout Plan of Proposed Sewer Pipes on Proposed Road
17. Schematic Layout Plan of Treated Sewage Effluent Pipes on Proposed Road

Annexure – O

(See clause 13 of Section 3 of GCC)

DETAILS OF MILESTONE

Annexure – P
(See clause 10 of Section 3 of GCC)

COMPENSATION FOR DELAY

In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to maximum of 10% of contract price.

The decision of Executive Director, ISCDL shall be final and binding upon both the parties.

Annexure – Q
List of Equipment for Quality Control Laboratory

As per Annexure I (Form I-4)

Annexure – R
(See clause 10 of Section 3 of GCC)

Price Adjustment

Weightages of components in all the works under the project are determined by the Authority, as below:

S. No.	Component	Weightage (K)
1	Materials	50% (K1)
2	POL	15% (K2)
3	Labour	35% (K3)

Adjustment for Materials Component

The source for the wholesale price index for all commodities shall be the publication of the Economic Advisor to the Govt. of India published in the Reserve Bank of India, Bulletin.

$$V_m = 0.85 \times P_O \times K_1 \times [(M_2 - M_1) / M_1]$$

Where,

V_m = Amount of price adjustment in Rs. for the Materials Component

P_O = Value of work executed as per the bills, running or final during quarter, less the cost of materials supplied to the contractor, at fixed rate and recovered from the particular bill. In the case of materials brought to site, for which any advance is granted in the quarter the value of materials shall be added and for which advance has been recovered during the quarter shall be deducted. Furthermore, the value of such materials as assessed by the Engineer-in-charge (and not the reduced amount for which secured advance has been paid) shall be considered for this purpose.

K_1 = The factor representing all materials to be arranged for all works ancillary/temporary works and overheads etc.

M_1 = Base cost index

M_2 = Current Cost index

Adjustment for P.O.L Component

The source for working out the price adjustment on P.O.L. the representative items for reference shall be the costs of High Speed Oil only at the nearest HSD Supply Depot.

$$V_P = 0.85 \times P_O \times K_2 \times [(D_2 - D_1) / D_1]$$

Where,

V_P = The amount of price adjustment in Rs.

P_O = As mentioned herein before

K_2 = A factor representing the component of transportation cost connected with completion of work under the contract.

D_2 = Current price per liter of HSD

D_1 = Base price per liter of HSD

Adjustment for Labour Component

The source for such indices being publication of Labour Bulletin Bureau, Govt of India published in the Reserve Bank of India Bulletin, on component representing Labour cost i/c all types of benefits and amenities etc.

$$V_L = 0.85 \times P_0 \times K_3 \times [(L_2 - L_1) / L_1]$$

Where,

P_0 = As mentioned herein before

V_L = Amount of price adjustment in Rs. for the Labour Component

K_3 = A factor representing component of Labor cost i/c benefits, amenities etc. to be incurred by the contractor for their work i/c all allied/ancillary/temporary works and overheads etc.

L_2 = Current cost index for industrial workers.

L_1 = Base Consumer cost index for industrial workers.

The following principles shall be followed while working out the adjustments:

- To the extent that full compensation for any rise or fall in the costs to the contractor is not covered by the provision of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.
- If the contractor shall fail to complete the works within the stipulated period of completion under the contract, the adjustment of prices thereafter, until the date of completion of the works shall be made using either the indices or prices relating to the stipulated time for completion or the current indices or prices whichever is more favorable to the Engineer-in-Charge. Provided that if any extension of time is granted for reasons beyond the control of the contractor, the above provisions shall apply only to the adjustment made after the expiry of such extension of time.
- The price adjustment shall be evaluated for each of the interim payment certificate submitted by the contractor.
- The following items are not to be included in the price adjustment calculations:
 - Recovery of Liquidated damages.
 - Recovery of Retention money, with holding and release.

ANNEXURE – S1
(See clause 32 of Section 3 of GCC)

**BANK GUARANTEE FORMAT
FOR MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE**

WHEREAS _____ (name of Bidder) (hereinafter called "**the Bidder**") has submitted his Bid dated _____ (date) for the work of _____ [name of Contract hereinafter called "**the Bid**"]

KNOW ALL PEOPLE by these presents that we _____ (name of Bank) of _____ [name of country] having our registered office at _____ (hereinafter called "**the Bank**") are bound unto _____ (name of the **Authority**) in the sum of _____ * for which payment well and truly to be made to the said name of the (**Authority Name**) the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid.

OR

(2) If the Bidder having been notified to the acceptance of his bid by the name of the Executive Engineer during the period of Bid validity

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

we undertake to pay to the (name of the Executive Engineer) up to the above amount upon receipt of his first written demand, without the (Authority) having to substantiate his demand, provided that in his demand of (name of the Authority) will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the (name of the **Authority**), notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____
WITNESS _____

SIGNATURE _____
SEAL _____

(Signature, name and address)

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Bid Data Sheet at reference 17.

** EMD should be valid for a period of 120 days or more.

**BANK GUARANTEE FORMAT
FOR EARNEST MONEY DEPOSIT**

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ **Dated:** _____

Issuer of Bank Guarantee:

(Name of the Bank)

(hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Indore Smart City Development Limited

(hereinafter referred to as the “Authority”)

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

Whereas the Indore Smart City Development Limited (the “Authority”) has invited bids by its Request for Bid dated (the “RFP”) for the **Insert the name of the Project (“Project”)** in Indore, Madhya Pradesh. Whereas in accordance with the terms of the RFP, <insert name of Bidder> is submitting a bid for the Project in <Indore>, and is required to submit a security of Rs. _____ (Rupees _____ Only) with respect to the same.

Operative part of the Bank Guarantee:

1. At the request of the (Insert the name of the Bidder), we _____, _____ (name and address of the bank), hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the ISCDL i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs. _____ (Rupees _____ Only), such sum being payable by us to the ISCDL immediately upon receipt of first written demand from ISCDL.
2. We unconditionally and irrevocably undertake to pay to the ISCDL on an immediate basis, upon receipt of first written demand from the ISCDL and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the ISCDL to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of _____ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ Only). We hereby waive the necessity of the ISCDL demanding the said amount from Bidder prior to serving the Demand Notice upon us.
3. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree that the ISCDL shall be the sole

and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the ISCDL by invocation of this Guarantee.

4. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the ISCDL.
5. We unconditionally and irrevocably undertake to pay to the ISCDL, any amount so demanded not exceeding Rs. _____ (Rupees _____ Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the ISCDL, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
6. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ (180 days from the Bid due date).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees - _____ Only).
2. This unconditional and irrevocable Bank Guarantee shall be valid for a period of **180 days** from _____ (Bid Due Date).

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Indore Smart City Development Limited (ISCDL) serves upon us a written claim or demand on or before _____.

Authorized Signatory for Bank

Annexure – T
(See clause 33 of Section 3 of GCC)

BANK GUARANTEE FORM FOR SECURED ADVANCE

Not Applicable

Annexure - U
(See clause 35 of section 3 -GCC)

PHYSICAL COMPLETION CERTIFICATE

Name of Work:

Agreement No. _____ Date _____

Amount of Contract Rs _____

Name of Agency: _____

Used MB No.: _____

Last measurement recorded

a. Page No. & MB No.: _____

b. Date: _____

Certified that the above-mentioned work was physically completed on..... (Date) and taken over on..... (Date) and that I have satisfied myself to best of my ability that the work has been done properly.

Date of issue

Engineer

Annexure-V
(See clause 35 of section 3 -GCC)

FINAL COMPLETION CERTIFICATE

Name of Work:

Agreement No. _____ Date: _____

Name of Agency: _____

Used MB No. _____

Last Measurement recorded

a. Page No. & MB No. _____

b. Date _____

Certified that the above-mentioned work was physically completed
on _____ (date) and taken over on _____ (date).

Agreement amount Rs. _____

Final amount paid to contractor Rs. _____

Incumbency of officers for the work

I have satisfied myself to best of my ability that the work has been done properly.

Date of Issue: _____

Engineer in Charge
Indore Smart City Development Limited, Indore

Annexure – W
(See clause 39 of Section 3 -GCC)

Salient Features of Some Major Labour Laws Applicable

- (a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be. '
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is, required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- (k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations o employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- (n) Inter -State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter- State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as. may be modified by the Government., The Employer of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. it is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 3: Conditions of Contract – Part II

Special Conditions of Contract [SCC]

1. General

The data and information given in the Contract Document are based on the investigations, planning and designs carried out so far. The data considered for the project planning have been included in the bid documents. The Contractor shall, therefore, satisfy himself about the adequacy and accuracy of the said data/information and interpretation thereof and collect fresh data/additional data/information and carry out/conduct further investigations and studies and get the approval of same from the employer. The Employer shall not be responsible for the accuracy/adequacy of the data/information and interpretation thereof by the Contractor.

2. Sufficiency of Bid

- 2.1 The Contractor shall be deemed to have visited and carefully examined the Project Site and its surrounding to have satisfied himself to the nature and conditions of the means of transport and communications, whether by land or air, as available at present and as to possible interruptions thereto including the access and regress conditions for the Site. The Contractor is also deemed to have made enquiries, examined and satisfied himself as to the sites source for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials and accommodation for depots, colonies, workshops and other infrastructure facilities as may be necessary for executing and completing the Works, as also the sub-soil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters affecting the works including law & order.
- 2.2 Any neglect or omission or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matter affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility for the completion of the Works in accordance with the Contract.

3. Incentive for Early Completion

In the event that the Contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the contract price per month computed on per day basis, shall be payable to the Contractor, subject to a maximum limit of 5% (five per cent) of the contract price. The amount of bonus, if payable, shall be paid along with final bill after completion of work.

4. Dismantling of Jawahar Marg Bridge

Dismantling of the bridge shall be under the contractor's scope and no cost shall be payable for it. Dismantled material will be the property of the contractor and as such no cost shall be recovered from the contractor which shall be appropriately considered by the contractor in his bid.

5. Safety, Security and Protection of the Environment

- i. The contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.
- ii. The Contractor shall take all measures and precautions to avoid any nuisance or disturbance arising from the execution of the Works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the nuisance once generated.
- iii. The Contractor shall take all the necessary precautions and abide by relevant rules and regulations of safety which are presently in force and which may come into force during the currency of the contract.

- iv. The Contractor shall also take such other additional precautions and resort to such other additional safety measures as may be directed from time to time by the Engineer-in-charge. Violation of any rules, regulations and guidelines contained herein will entail immediate termination of the contract.
- v. In the event of any spoil, debris, waste or any deleterious substance from the Site being deposited on any adjacent land, the Contractor shall immediately remove all such material and restore the affected area to its original state to the satisfaction of the Employer.
- vi. The Contractor shall prevent any interference with the supply to or abstraction from, and prevent any pollution of, water resources (including underground percolating water) as a result of the execution of the Works.
- vii. The Contractor shall at all times ensure that all existing water courses / bodies within, and adjacent to the Site are kept safe and free from any debris and materials arising from the Works.
- viii. The Contractor shall devise and arrange methods of working to minimize dust, gaseous or other air-borne emissions and carry out the Works in such a manner as to minimize adverse impacts on air quality.
- ix. The Contractor shall utilize effective water sprays during delivery, manufacture, processing and handling of materials when dust is likely to be created, and to dampen stored materials during dry and windy weather. Stockpiles of friable materials shall be covered with clean tarpaulins, with application of sprayed water during dry and windy weather. Stockpiles of material or debris shall be dampened prior to their movement, except where this is contrary to the Specification.
- x. In the event that the Contractor is permitted to use gravel or earth roads for haulage, he shall provide suitable measures for dust palliation, if these are, in the opinion of the IMC officials necessary. Such measures may include spraying the road surface with water at regular intervals.
- xi. The Contractor shall take all necessary measures so that the operation of all mechanical equipment and construction processes on and off the Site shall not cause any unnecessary or excessive noise, taking into account applicable environmental requirements. The Contractor shall use all necessary measures and shall maintain all plant and silencing equipment in good condition so as to minimize the noise emission during construction works.
- xii. The Contractor shall control the disposal of all forms of waste generated by the construction operations and in all associated activities. No uncontrolled deposition or dumping shall be permitted. Wastes to be controlled shall include, but shall not be limited to, all forms of fuel and engine oils, all types of bitumen, cement, surplus aggregates, gravels, bituminous mixtures, etc. The Contractor shall make specific provision for the proper disposal of these and any other waste products, conforming to local regulations and acceptable to the Project Manager.
- xiii. The Contractor shall plan and provide for remedial measures to be implemented in the event of occurrence of emergencies such as spillages of oil or bitumen or chemicals.
- xiv. The Contractor shall provide the Employer with a statement of the measures he intends to implement in the event of such an emergency which shall include a statement of how he intends to provide personnel adequately trained to implement such measures.
- xv. Should any pollution arise from the Contractor's activities he shall clean up the affected area immediately at his own cost and to the satisfaction of the Project Manager, and shall pay full compensation to any affected party.

Note: - In addition to above contractor shall have to follow the instruction of IS codes for security and Safety (As per Handbook on construction And Safety Practices: SP 70: 2001)

6. Protection of Trees and Vegetation

The Contractor shall ensure that no trees or shrubs or waterside vegetation are felled or harmed except for those required to be cleared for execution of the Works. The Contractor shall protect trees and vegetation from damage to the satisfaction of the Employer. No tree shall be removed without the prior approval of the Employer and any competent authorities. Should the Contractor become aware during the period of the Contract that any tree or trees designated for clearance have cultural or religious significance he shall immediately inform the Employer and await his instructions before proceeding with clearance. In the event that trees or other vegetation not designated for clearance are damaged or destroyed, they shall be repaired or replaced to the satisfaction of the Employer, who shall also impose a penalty of twice the commercial value of any timber affected, as assessed by the Employer.

7. Water Supply

The Contractor shall make his own arrangements at his own expense for water supply for construction, sectional testing if any and other purposes.

8. Relations with Local Communities and Authorities

In setting and operating his plant and facilities and in executing the Works the Contractor shall at all-time bear in mind and to the extent practicable minimize the impact of his activities on existing communities. Where communities are likely to be affected by major activities such as road widening or laying of utility lines or the establishment of a camp, large borrow pit or haul road, he shall liaise closely with the concerned communities and their representatives and if so directed, shall attend meetings arranged by the Employer to resolve issues and minimise impacts on local communities.

9. Fire Prevention

The Contractor shall take all precautions necessary to ensure that no vegetation or property/ies along the line of the road outside the area of the permanent works is affected by fires arising from the execution of the Works. The Contractor shall obtain and follow any instructions of the competent authorities with respect to fire hazard when working in the vicinity of gas installations. Should a fire occur adjacent to the project road for any reason, the Contractor shall immediately suppress it. In the event of any other fire emergency in the vicinity of the Works the Contractor shall render assistance to the civil authorities to the best of his ability. Any scrub or plantation damaged by fire considered by the Employer to have been initiated by the Contractor's staff or labour shall be replanted and otherwise restored to the satisfaction of the Employer at the Contractor's expense.

10. Interference with Traffic and Adjoining Properties

In case any operation connected with the works necessitates diversion, obstruction or closure of any road, waterway or any other right of way, the approval of respective competent authorities shall be obtained well in advance by the Contractor. In case the Contractor's operations obstruct access to adjacent properties, the Contractor shall be responsible to provide reasonable temporary access to the affected parties. In case the Contractor fails to provide adequate temporary facilities, this shall be deemed to be an Uncorrected Defect and the Employer shall have the right to engage a third party to correct the Defect and the cost of such correction will be deducted from the Contract Price.

11. Arrangement for Traffic During Construction

10.1 General

The Contractor shall at all times, carry out work on the City/Urban road in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing urban road, the Contractor shall, in accordance with the directives of the Engineer as well as the Traffic Police, provide and maintain, during execution of the work, a passage for traffic either along a part of the existing carriageway under improvement or along an alternative diversion route. Before taking up any construction, the Contractor shall prepare a Traffic Management Plan for each road and submit it to the Engineer for prior approval. This plan should include inter alia:

A qualified safety officer with support staff to serve as a site safety team

Provision of traffic safety devices as per IRC:SP 55 with the following specifications:

- Signages of retro-reflective sheet of high intensity grade
- Delineators in the form of cones/drums made of plastic/rubber having retro-reflective red and white bands, at a spacing of 5 m along with a reflective tape to be tied in between the gaps of cones/drums. A bulb preferably using solar energy is to be placed on the top of the cone/drum for delineation in the dark hours and night.
- Barricades using iron sheet with adequate iron railing/frame painted with retro-reflective paint in the alternate yellow and black & white stripes. Warning lights at 5 m spacing shall be mounted on the barricades and kept lit in dark hours and night.
- Road markings with hot applied thermoplastic paint with glass beads.
- Safety measures for the workers engaged including personal protection equipment
- First aid and emergency response arrangements

10.2 Passage of Traffic along a Part of the Existing Carriageway under improvement

- For widening/strengthening existing carriageway where part width of the existing carriageway is proposed to be used for passage of traffic, treated shoulders shall be provided on the side on which work is not in progress. The treatment to the shoulder shall consist of providing at least 300 mm moorum layer properly rolled and compacted in a width of at least 1.5 m and the surface shall be maintained throughout the period during which traffic uses the same to the satisfaction of the Engineer.
- After obtaining permission of the Engineer, the treated shoulder shall be dismantled, the debris disposed of and the area cleared as per the direction of the Engineer.

10.3 Traffic Safety and Control

The Contractor shall keep the roadway under construction open to traffic and pedestrian movement with proper drainage arrangement and smooth surface condition. Suitable ingress and egress shall be provided as necessary for all intersecting roads and for all abutting properties. Its purpose shall be to protect people from associated hazards and to prevent trespassing into the construction zone.

The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, marking, flags, lights, drums, traffic cones, delineators and flagmen as per the traffic management plan submitted by the Contractor and approved by the Engineer. An agreed phased programme for the diversion of traffic on the urban road shall be drawn up in prior consultation with the Engineer and the Traffic Police.

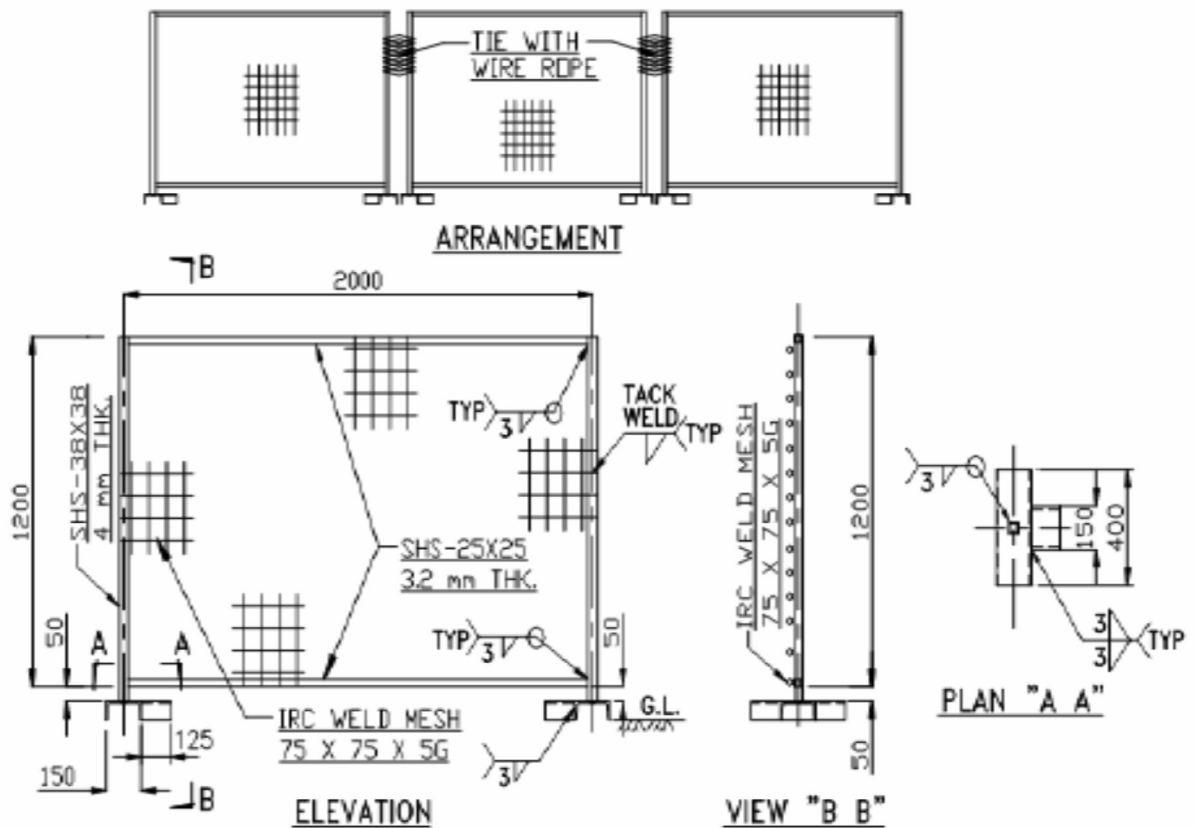
The Contractor shall keep all signs in proper position, clean and legible at all times.

The barricades erected on either side of the carriageway/portion of the carriageway closed to traffic, shall be of strong design to resist violation, and painted with alternate black and white stripes. On each approach, at least two signs shall be put up, one close to the point where transition of carriageway begins and the other 120 m away. The signs shall be of approved design and of reflective type, as directed by the Engineer. Two persons with red / green flag and whistle to be deputed at both ends of the barricades to regulate traffic. Red lanterns or warning lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

At the points where traffic is to deviate from its normal path (whether on temporary diversion or part width of the carriageway) the channel for traffic shall be clearly marked with the aid of pavement markings, painted drums or a similar device to the directions of the Engineer. At night, the passage shall be delineated with lanterns or other suitable light source.

No material to project / spill beyond barricades.

This work item shall include all labour, equipment and services involved in the erection, maintenance, moving, adjusting, cleaning, relocating and storing of signs, barricades, drums, traffic cones and delineators furnished by the Contractor as well as all labour and equipment involved in the maintenance of traffic lanes and detours, for maintenance of traffic.



10.4 Maintenance of Diversions and Traffic Control Devices

Signs, lights, barriers and other traffic control devices, as well as the riding surface of diversions shall be maintained in a satisfactory condition till such time they are required and as directed by the Engineer. Such temporary ways shall be kept free of dust by frequent applications of water.

Examples of some barricading equipment are as below:



12. Transport of Contractor's Equipment or Temporary Works

Where the Contractor intends to use a particular route for the haulage of large quantities of materials he shall consult well in advance with any affected communities and submit in advance for the Employer's approval a plan including but not limited to the proposed route, the existing condition of the pavement and bridges, the estimated number and type of vehicle movements per day, a programme for monitoring the condition of the pavement and structures, and measures for limiting vehicle speeds and dust nuisance in built-up areas. The Employer reserves the right to disallow certain haul routes should these in his opinion cause or be likely to cause unreasonable nuisance or hazards to the public. The Employer's approval will not remove the Contractor's obligations under this Sub-Clause to prevent and repair damage to roads or his liability for compensation for any accidents caused by his vehicles.

13. Work in Monsoon and Dewatering

The execution of the work may entail working in the monsoon also. The contractor must maintain labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in monsoon. The contractor's rate shall be considered inclusive of cost of dewatering required if any and no extra rate shall be payable on this account.

14. Site Clearance

Before handing over the work to the Authority, the contractor shall remove all temporary structure like the site offices, cement godown, stores, labour hutments etc., scaffolding rubbish, left over materials tools and plants, equipments etc., clean and grade the site to the entire satisfaction of the Engineer-In-Charge. If this is not done the same will be got done by ISCDL at his risk and cost.

15. Site Documents

The following site documents shall mainly be maintained by the contractor at site:

- Copy of contract documents and drawings.
- Computerized bill format.
- Site Order Book.
- Material testing registers / Quality Inspection Reports.
- Measurement books on computerized format.
- Progress bar chart.
- Sample approval register.
- Hindrance Register.
- Work Diary.
- Deviation/variation order registers.
- Cement consumption register.
- Reinforcement registers.
- Concrete cube test register.
- Slump test register.
- Silt content and sand bulkage register.

16. Safety Guidelines

- i. Proper and correct lifting methods shall be adopted.
- ii. All lifting tools, tackles and wires ropes etc. shall be of tested quality for safe working loads. Wire ropes shall be of sound construction without any splaying.
- iii. It is mandatory for all jobs done at a height of 2.5 M and more to use fall arrestor type safety belts & safety nets.

- iv. While carrying out work in confined areas, proper ventilations and lighting arrangement should be made by the contractor. Adequate precautions shall be taken while the work is in progress to ensure that naked light, fire, welding or any other hot work is not in progress in the vicinity of the area where painting is being carried out.
- v. If the work is to be carried out at height, safety of the personnel is of utmost importance. Therefore, all necessary precautions must be taken by the contractor and he has to obtain work permit from authorized official of ISCDL for working at height before start the work.
- vi. In addition to the above, contractor has to adhere to the following safety checklist:

A. CIVIL WORKS

- During excavation, the excavated earth must be dumped at a safe distance from the edge of excavation. In no case, this shall be less than 1.5 meters from the top edge of the excavation.
- Safe cross walkways are to be provided at distances not more than 30 meters along a continuous trenching for pipelines etc.
- Hard hats (safety helmets), rubber boots, safety shoes, and hand gloves, etc are required to be provided for supervising as well as other working personnel by the contractor.
- Keep a watch on buried cables and underground systems. Ladders, gangways are to be provided at convenient places for carrying out required works. Ladders shall be firmly secured to ground and rungs of the ladders shall be properly secured and safe.
- Install Barricading as per IS code with the marking “Indore Smart City Works”.

B. ELECTRICAL WORKS

- All temporary electrical connections should be got done to conform to statutory regulations and a certificate obtained from the authorities. The connection and the wiring to be maintained by competent and licensed supervisors and wiremen. As far as possible, the cables are to be safely buried to ensure free access to equipment and machineries movements.
- Hard hats (safety helmets) made out of insulating material to be used by personnel working in 'live' areas like substations, etc.
- Safety boots, necessary hand-gloves as required, shall be used.
- ‘Earthing’ of machineries and equipment shall be ensured. No open/ bare connections allowed. The arrangements should be checked periodically for damages to insulation and loose connections, etc and rectified so that the wiring becomes non-hazardous.
- The areas of working during nights shall be properly illuminated with floodlights and hand- lamps as per the demand of the job.
- Danger signals and safety tags in the live areas shall be demonstrated properly. All connections to be switched off after the working hours.
- Isolation switches and main switches shall be accessible easily. Necessary precautions should be taken while excavating earthing pits.

C. MECHANICAL WORKS

- Hard hats (safety helmets), safety belts, eye goggles, face shields, safety boots, hand-gloves, respirators, etc as required/ directed shall be used.
- Proper, correct and safe lifting methods shall be adopted
- All lifting tools tackle and wires ropes etc shall be of tested quality for safe working loads. Wire ropes shall be of sound construction without any splaying.
- Checks to be exercised for broken wires and core proportion in the main body of the wire ropes to be rejected. Manufacturer’s guidelines/ standards instructions are to be followed for using wire ropes and slings with broken wires. Experience and common sense is of immense help.
- Usage of hoisting belts/ safety belts is must for personnel working at higher elevations.

- Only safe gangways / walkways shall be used for movement of personnel. Short cuts shall be avoided.
- Check connections to headman anchors before hoisting.
- All live wires to be crossed during hoisting shall be made dead near the vicinity of the area during hoisting/ rigging.
- Avoid keeping the loads supported by hoisting equipments for an unreasonable length of time.
- Ropes, cables, and slings must be protected with pads or wooden blocks at sharp edges.

D. GENERAL

- Safety starts from the individual on the job. Experience and common sense shall be generously used. In case of any doubt regarding safety, Engineer-in-Charge can be consulted.
- Proper communication and alertness on the job is to be ensured.
- Manholes and openings for ducts etc shall be kept properly covered.
- Correct tools and tackles should be used for every work. Make shift tools and tackles will result in accidents.
- Fire-fighting equipment shall be placed at designated locations and kept unobstructed.
- Do not use loose clothing, neckties, and etc. while on the job.
- Safety precautions recommended by the manufacturers/ vendors shall be strictly adhered to.
- All machinery, tools and tackles shall be maintained properly, and clearly.

17. Encumbrances in Construction Area, including Trees and Utilities -

1. The contractor shall be responsible to coordinate with service provider / concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site unencumbered from the project construction area required for completion of work. This will include initial and frequent follow-up meetings / actions / discussions with each involved service provider / concerned authorities. The contractor will not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider / concerned authorities. Payment for cutting of trees and shifting of utilities as required by the concerned department shall be made by the Employer. The entire cut material will be property of the contractor and no cost of such material shall be recovered from the contractor which shall be appropriately considered by the contractor in his bid.
2. Drawings scheduling the affected encumbrances such as trees and services like water pipes, sewers, oil pipelines, cables, gas ducts, electricity lines, accessories, telephone poles and OFC cables etc. included in the contract document shall be verified by the contractor for accuracy of scope.
3. The Employer will make payments to the respective service provider / authorities for cutting of trees and shifting of utilities, wherever required. The contractor will obtain necessary approval from such Authorities after payments by the Employer and also in cases where payments are not required to be made for such shifting. The Employer will also write to all concerned departments/ service provider organization for expediting and facilitating cutting of trees, shifting of utilities and removal of encroachment etc.
4. Any services affected by the Works must be temporarily supported by the Contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of the Works. It shall be deemed to be part of the Contract and no extra payment shall be made for the same.
5. The Contractor may be required to carry out certain works for and on behalf of the various bodies and he shall also provide, with the prior approval of the Engineer, such assistance to the various bodies as may be authorized by the Engineer.

18. Supply of Colored Record Photographs

The Contractor shall, at his own cost, arrange to take colour photographs at various stages / facets of the work including interesting and novel features of the work as directed by the IMC officials and supply two copies of colour record photographs mounted in the albums including negatives with specification and these shall be kept by Employer.

19. Public Awareness / Information Display

The Contractor shall, at his own cost, arrange to provide, erect and maintain necessary display boards/ banners etc as directed by IMC officials at selection points of project site giving such information as considered necessary for public awareness/ information.

20. Completion Drawings

The contractor is required to submit the completion drawings (As built Drawings) for the work done by him. However the completion drawings for works done and covered underground, it is essential to prepare the completion drawing as soon as the work is done and before backfilling.

The drawings have to be prepared in digital format in AUTO-CAD, it is therefore made mandatory that the completion drawings of the cross section of road with all utilities, Road Plan, Inspection Chambers, Rainwater Catch pit, L-section of road etc, shall be submitted along with the running account bills for all the works carried out during the period.

The completion drawing should provide adequate data to enable finding the exact location of the system in ground at a later date by any other new person. It should also provide the data related to material, class and size of the line, its depth in ground, Invert Levels and levels in the manholes. The details will be provided from Chainage-wise in details and the plan layout of the roads along with Cross section and L-section on the reference map should be updated and submitted along with the bill. Two hard copies of the drawings will also be submitted along with the soft copy.

21. Execution of work according to Time Schedule

The Bidder shall include in his bid, a detailed construction programme of executing the project, describing broadly the technology and construction methodology major components of the project including traffic diversion plan, deployment of machinery, submission of drawings and design. The programme shall be supplemented with Master Control Network. The employer reserves the right to request for change in Master Control Network after discussions with the successful bidder. Mutually agreed Master Control Network shall form part of the Contract.

The Contractor has to start construction works in the fronts available at particular road site. This shall be planned in close consultation with the Engineer-In-Charge and in coordination with the concerned authorities / departments / local groups.

The Works shall be executed and performed in accordance with the Master Control Network (Work Programme) which shall clearly indicate the interlinking / interdependencies of all the works of the Contract.

The Programme shall be reviewed jointly by the Employer/ Engineer and the Contractor, at least once in a month where-in the hold ups/delays, if any, in the progress of Works, with reference to the agreed Schedule shall be given Special Attention. Necessary modifications (updating / Revisions) of the Programme, within the overall Time for Completion, shall be carried out by mutual agreement between the Employer/ Engineer and the Contractor.

22. Working Procedure

The Contractor shall be required to adopt a Working Procedure based on the following:

- Protection of properties along the project roads and their activities / operations such that these suffer minimum (if any) adverse effects as a result of construction activities.
- Observe all local requirements related to work and traffic restrictions (for example, transportation of material during particular times of a day or week, use of manual labour / smaller vehicles for carriage of material to / from narrow lanes) as may be specified by ISCDL from time to time.
- Avoid disruption of any public utility network and promptly restore the same in case of any unavoidable disruption at his own cost and time without causing any discomfort to people as well as businesses.
- Provide for all temporary arrangements essential to allow normal operations / living conditions for people as well as businesses.

23. Coordination with other Contractors

Due to the peculiar nature and location of the project, and in view of the objective of proper laying of all utility services, the specialist contractors will need to work simultaneously and ensure proper mutual coordination to avoid any hardships to the community. ISCDL reserves the right to require each Contractor to schedule the order of performance of their Work in such a manner as will minimize interference with work of any of the parties involved. As shown in the table below, three contractors will need to work simultaneously.

Description of Work	Responsibility	Implementation Strategy
1. Roads widening / improvement and laying of Footpath, Central Divider, RCC Cable Duct, RCC Pipes for OFC, Telecom Lines and Gas Pipeline, Storm Water Drainage Pipe and Chambers, including appurtenances signages, road markings and adjunct structures.	Contractor 1	Removal of old road in stretches / phases and shifting of electric poles, laying of new CC Road with central divider and storm water drainage pipes and chambers, provide for crossing of utility pipes for future demand at regular intervals, laying pipes for OFC and Gas, construction of RCC Duct, construction of foot-path after laying of utility services.
a. Water supply network (transmission / distribution) including all appurtenances and structures – upto house connections	Contractor 2	Laying of utility services network including structures and appurtenances in designated widths with additional excavation if any after excavation by Contractor 1 for road, proper finishing of chamber / manhole top levels after footpath construction by Contractor 1. New user-end connections, abandonment of old connections / pipes.
b. Sewerage pipes and manholes – upto house connections	Contractor 2	
c. Treated Sewage Effluent supply network including appurtenances and structures – upto supply / discharge points.	Contractor 2	
d. Power cables (HV / LV), Substations, Distribution Boxes / Feeder Pillars etc. upto house connections and Street-lighting.	Contractor 3	Laying of HV/LV cables in RCC Ducts upto Distribution Boxes / Feeder Pillars, Installation of compact substations, street lighting poles installation. New user-end connections.

24. Material Storage

All materials shall be stored as per IS:4082.

Section 4

Bill of Quantities

Section 5

FORM OF AGREEMENT

This agreement, made on the day of _____ between (name and address of Employer) (hereinafter called "the Employer) and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute _____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred' to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein 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.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i. Letter of Acceptance
 - ii. Contractor's Bid
 - iii. Condition of Contract: General and Special
 - iv. Contract Data
 - v. Bid Data
 - vi. Drawings
 - vii. Bill of Quantities and
 - viii. Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written. The Common Seal of _____ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Employer

Binding Signature of Contractor