

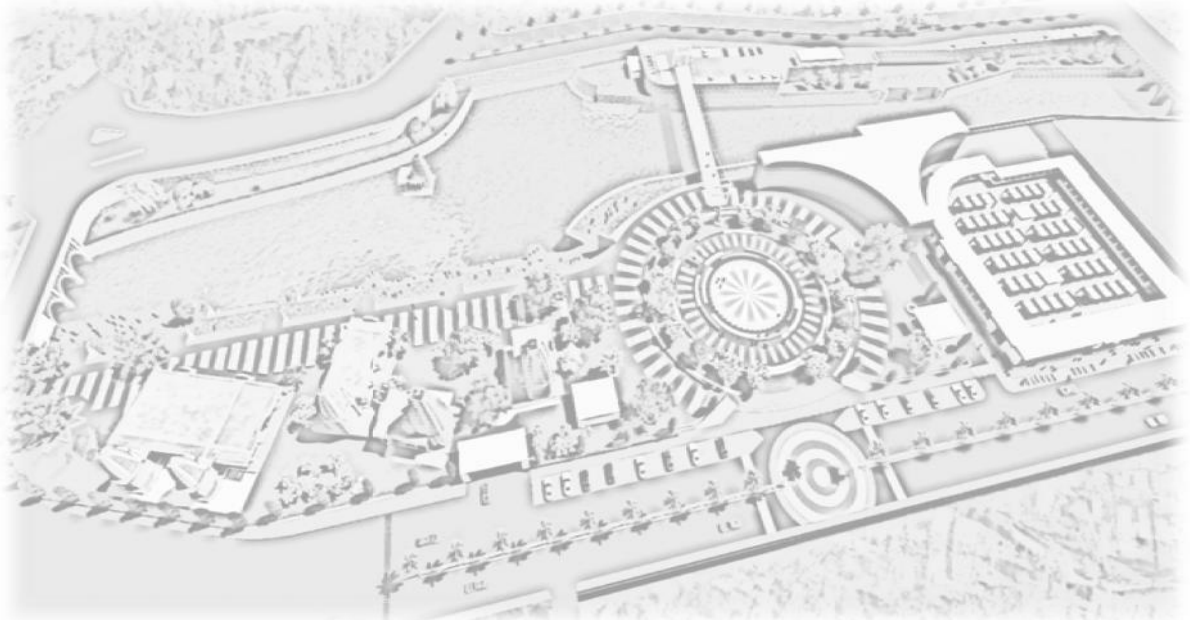


# Indore Smart City Development Limited

## Request for Proposal

Riverfront and Park Development works between Krishnapura Bridge to Jawahar Marg Bridge and construction of Parking facility and shops under Smart City Mission, Indore

NIT No: 22/ISCDL/ 17-18 Dated 08.08.2017



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**Indore Smart City Development Limited, Indore**

**Regd. Off.: 107-109, Palika Plaza Phase II, M.T.H. Compound, INDORE, Madhya Pradesh, 452007**

**Ph. No.: 0731-2535572; E-mail: [smartcityindore16@gmail.com](mailto:smartcityindore16@gmail.com)**

**CIN: U75100MP2016SGC035528; Website: [www.smartcityindore.org](http://www.smartcityindore.org)**

**INDORE SMART CITY DEVELOPMENT LIMITED**

**APPENDIX 2.10**

**TENDER DOCUMENT**

**For Percentage Rate Only in Works Department and other Department**

**NIT Number and Date** : 22/ISCDL/2017-18 Date 08.08.2017

**Agreement Number and Date** : \_\_\_\_\_

<b>Name of Work</b>	:	<b>Riverfront and Park Development works between Krishnapura Bridge to Jawahar Marg Bridge and construction of Parking facility and shops under Smart City Mission, Indore.</b>
<b>Name of the Contractor</b>	:	
<b>Probable Amount of Contract</b>	:	
<b>(Rs. In Figure)</b>	:	<b>Rs. 21.41 Crore</b>
<b>(Rs. In Words)</b>	:	<b>Rs. Twenty-One Crore Forty-One Lakh Only</b>
<b>Contract Amount</b>	:	
<b>(Rs. In Figure)</b>	:	_____
<b>(Rs. In Words)</b>	:	_____
<b>Stipulated Period of Completion</b>	:	<b>18 Months (Eighteen Months)</b>

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**Section-1**  
**INDORE SMART CITY DEVELOPMENT LIMITED**

107-109, Palika Plaza, Phase-II, MTH Compound Indore

**NIT No. 22/ ISCDL/17-18**

**Date: 0808 2017**

**TENDER – NOTICE**

Online percentage rate tenders are invited for following works. Tender forms may be purchased online by the contractors registered in centralized registration of M.P. P.W.D. having relevant experience.

S.No.	Name of Work	Estimated Cost of Work	Cost of Tender Form	Earnest Money Deposit	Completion Period
1.	Riverfront and Park Development works between Krishnapura Bridge to Jawahar Marg Bridge and construction of Parking facility and shops under Smart City Mission, Indore	Rs. 21.41 Crore	Rs. 50,000/-	Rs. 10.71 Lakh	18 Months

1. Last date for Purchase of Tender	:	04.09.2017 till 1730 Hrs.
2. Pre-Bid Meeting	:	17.08.2017 at 1500 Hrs.
3. Last date for submission of tender	:	06.09.2017 till 1730 Hrs.
4. Last date for Submission of Hard Copy of Technical Bid	:	08.09.2017 till 1500 Hrs.
5. Technical Bid Opening Date	:	08.09.2017 after 16:00 Hrs.
6. Tender Document and other details shall be available on: - Website- <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>		
7. 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. 22/ ISCDL/17-18**

**Date: 0808 2017**

Online percentage rate tenders are invited for following works. Tender forms may be purchased online by the contractors registered in centralized registration of M.P. P.W.D. having relevant experience.

S.No.	Name of Work	Estimated Cost of Work	Cost of Tender Form	Earnest Money Deposit	Completion Period
1.	Riverfront and Park Development works between Krishnapura Bridge to Jawahar Marg Bridge and construction of Parking facility and shops under Smart City Mission, Indore	Rs. 21.41 Crore	Rs. 50,000/-	Rs. 10.71 Lakh	18 Months including monsoon period

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, wherever 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 'work', is given below.

The scope of works for Riverfront and Park Development works between Krishnapura Bridge to Jawahar Marg Bridge and construction of Parking facility and shops under Smart City Mission, Indore are as follows:

1.1 Demolition of existing circular RCC/Brick work/ stone masonry structure including platform, foundation etc., i.e., complete in all respects.

1.2 Demolition of existing RCC/Brick work/ stone masonry structure of old shops area including platform, foundation etc. i.e., complete in all respects.

The dismantling, leveling and demolition of all structures, including, buildings, below-grade foundations, parking areas, driveways, utility installations located on or under the Site; removal and proper disposal of all debris resulting from such Work; and proper compaction and grading of the Site following the removal of all structures and debris therefrom up to a limit of 10 KM from the construction site.

The demolition works shall also include but not limited to the following.

- a. Barricading the plot to ensure safe working conditions.
- b. Demolition of buildings with Hydraulic Breakers/ Manually or as may be required.
- c. **No payment shall be made for dismantling of existing old Bridge. All dismantled material will be property of contractor. The contractor will quote the rates accordingly.**
- d. Removal of debris from site and disposing the same up to a limit of 10 KM from the work Site.
- e. Debris Management permission from the local Municipal Corporation, as may be necessary and required.
- f. Removal of Foundations below ground level.
- g. Excavation of Soil to the required depth.

The successful contractor also need to ensure that

- i. Vibration & Noise do not cause problems to the neighboring areas.
- ii. Less flying falling debris&Dust Control is ensured
- iii. Extremely efficient method is adopted during demolition.
- iv. Steel Reinforcement, Steel rolling shutters, doors and window shutter thus generated be salvaged carefully and credit is considered while quoting rates as mentioned in (c) above.

1.3 Construction of basement area approximately 8663 Sq.m for Two-wheeler and Four-

wheeler parking that includes civil works, electrical works, plumbing works, firefighting and solar PV etc.

1.4 Construction of vegetable and fruits market.

1.5 Construction of river side walk way as per design and drawing.

1.6 Development of landscape area will be 5840 Sq.m in which 4523 Sq.m will be soft-scape and 1317 Sq.m will be hard-scape.

1.7 Constructions of miscellaneous work such as roads, path way, public toilet, street light poles, light bollards, installation of organic waste composter. Painting/ Restoration of gates, bridge, old structures, path way etc.

The contractors are required to make their own construction sequencing without causing inconvenience to the shop owners, customers, citizens. However, suggested development strategy in brief shall be as follows.

1. The Existing Circular building will be **dismantled first**.
2. Street vendors near circular building will be shifted into existing market area.
3. **Construction** of proposed vegetable & Fruit market will happen simultaneously.

The Relocation strategy shall be as follows

1. The vegetable & fruit vendors will then be Relocated to newly constructed market (as per the existing locations) *i.e., the vendors having shops at main road will be relocated to shops at the front*.
2. The existing structures (Old Shops & Market) will be dismantled along with the existing building at front; 1.5 meters from the front to increase road width.
3. The construction will begin with the transplantation of existing Trees; thereafter road will be constructed to manage traffic.
4. Lastly, the landscaped podium will be developed.

## **2. General Quality of Work:**

The work shall have to be executed in accordance with the drawings, 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 ULB.

**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 (where applicable)**
- 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 fulfillment 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, 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	22/ISCDL/17-18
3	Date of NIT	08.08.2017
4	Bid document download Available from date & time	-
5	Website link	<a href="http://www.mpeproc.gov.in">http://www.mpeproc.gov.in</a>

### 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 favor of	-
4	Affidavit format	Annexure B
5	Pre-qualifications required	Yes
	If Yes, details	As per Annexure C
6	Special Eligibility	-
	If Yes, details	As per Annexure D
7	Key Dates	Annexure A

### Section 2 – ITB

Clause Reference	Particulars	Data
1	Name of work	Riverfront and Park Development works between Krishnapura Bridge to Jawahar Marg Bridge and construction of Parking facility and shops under Smart City Mission, Indore
2	Specifications	Annexure E
3	Procedure for participation in e-tendering	Annexure F
4	Whether Joint-venture is allowed	No
	If yes, requirement for Joint venture	-
9	Pre-bid meeting to held	Yes

Clause Reference	Particulars	Data
	If Yes, Date, Time & Place	Date: 17 08 2017 Time from: 1500 hours Place: Indore Smart City Development Limited (ISCDL), 107-109, Palika Plaza, MTH Compound, Indore (MP), India
12	Envelope –A containing: i. Registration number or proof of application for registration & organizational details as per Annexure ‘H’ ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per Annexure –B <b>Should reach in physical form</b>	At the office of Chief Executive Officer 107-109, Palika Plaza, Phase II, MTH Compound, Indore (M.P.)
14	Envelope-B Technical Proposal	Annexure–I (Format I-1 to I-5)
	Envelope-C Financial Bid	Annexure – J
15	Materials to be issued by the department	Nil
16	Period of Validity of Bid	120 Days
	Earnest Money Deposit	Rs.10.71 Lakh/- (Ten Lakh Seventy-One Thousand Only)
17	Forms of Earnest Money Deposit	i. FDR/ e-FDR ii. Demand Draft of Scheduled Commercial Bank iii. Interest Bearing Securities of Post Office
	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
	Amount of Performance Security	5% of contract amount
	Additional Performance Security, if any	Applicable as per clause No. 22.2 and 23.1
	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

## Key Dates &amp; Events

S No.	Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1.		Purchase of Tender – Online	-	1030 Hours	04.09.2017	1730 Hours	
2.		Bid Submission – Online			06.09.2017	1730 Hours	
3.	Mandatory Submission Open		08.09.2017	1600 Hours			Envelope A
4.	Technical Proposal Open		08.09.2017	1610 Hours			Envelope B
5.	Financial Bid Open		TBA			-	Envelope C

**|| 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 \_\_\_\_\_ (contractor) 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 work) dated \_\_\_\_\_ issued by the \_\_\_\_\_ (name of the ULB).

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 receipt deposited as earnest money, demand draft for cost of bid document 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)**



(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 70% of the probable amount of contract; or**
  - b. Two Civil Infrastructure Works costing not less than 40% of the probable amount of contract; or**
  - c. Three Civil Infrastructure Works costing not less than 30% 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.

**SPECIAL ELIGIBILITY CRITERIA**

(See clause 2 of Section 2-ITB & Clause 10 of GCC)

**MPUADD Specifications for Civil Works:**(The soft copy of the specifications is available at departmental website <http://www.mpurban.gov.in/StandardSchedule.asp>)

MPPKVCO.LTD SPECIFICATIONS FOR ELECTRICAL WORKS: *The Provisions of General/ Special Conditions of Contract, those specified elsewhere in the bid document, as well as execution drawings and notes, or other specifications issued in writing by the employer shall form part of the technical specifications of this work.*

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.

**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](http://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](http://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 of the bid as 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](http://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.

## JOINT VENTURE (J.V.)

**JOINT VENTURE (J.V.)**

If J.V. is allowed following conditions and requirements must be fulfilled –

1. Number of partners in a Joint Venture shall not exceed 2 (two). The partners shall comply with the following requirements:
  - a. One of the partners shall be nominated as being Lead Partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
  - b. The bid and, in case of successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
  - c. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
  - d. All the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of successful bid];
  - e. The joint venture agreement should indicate precisely the role and responsibilities of all the members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project including operation and maintenance of the works. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
  - f. The joint venture agreement should be registered, so as to be legally valid and binding on all partners for a period not less than the defects liability/ Maintenance period.
  - g. A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
2. All the partners should collectively meet the technical and financial eligibility criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of joint venture shall be in the name of the partner Lead partner/joint venture.
4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. An individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid.
6. Furnish details of participation proposed in the joint venture as below:

PARTICIPATION DETAILS	Firm A (Lead Partner)	Firm B
Financial		
Name of the Banker(s)		
Planning		
Construction Equipment		
Key personnel		
Execution of Work (Give details on contribution of each)		

7. The partners of J.V. should satisfy the qualification criteria as below,

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- a. The Lead Partner must meet at least 50% requirement of technical and financial eligibility criteria required for the bid.
  - b. The other partner(s) must meet at least 25% requirement of technical and financial eligibility criteria required for the bid.
  - c. The lead partner and the other partners should together meet 100% of all the eligibility criteria required for the bid.
8. For meeting the minimum qualification criteria of experience of similar nature work, every partner can have experience of different works as defined in similar nature works and together should have the experience of all types of works described in similar nature works.

**ANNEXURE-H**

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

**ORGANIZATIONAL DETAILS**

(To be enclosed with technical proposal)

<b>S.N.</b>	<b>Particulars</b>	<b>Details</b>
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	
	<b>Details of Authorized Representative</b>	
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 equipments/ machine/s quality control labs	(Format: I - 4)
5.	List of Key equipments/ Machines for Construction Work.	(Format: I – 5)

Note:

1. Technical Proposal should be uploaded duly page numbered and indexed.
2. Technical Proposal should be uploaded otherwise will not be considered

**Annexure – I (Format: I - 1)**

(See clause 14 of Section 2 of ITB

**FINANCIAL & PHYSICAL EXPERIENCE DETAILS**

**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;**

<b>Financial Information</b>			
Financial Year	2014-15	2015-16	2016-17
Annual Turnover (in INR Crore)			
<b>AVERAGE ANNUAL TURNOVER</b>			
Note: <ul style="list-style-type: none"><li>i. Annual turnover of construction works should be certified by chartered accountant.</li><li>ii. Audited balance sheet including all related notes and income statements for the above financial years to be enclosed. In case for financial year audited balance sheet and turnover certificate is not available, the bidders should submit provisional balance sheet.</li><li>iii. The Bidder should have positive net worth.</li></ul>			

**Annexure – I (Format: I - 3)**

(See clause 14 of Section 2 of ITB)

**LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS**

Contractor will have to appoint the following key personnel during the execution and entire contract period.

The qualification and experience requirements are as under.

<b>S.N.</b>	<b>Details</b>	<b>Required nos.</b>
<b>1</b>	Project Engineer/ Billing Engineer with Degree (8 years) / Diploma in Civil Engineering having minimum 12 years of relevant experience.	One
<b>2</b>	Site Engineer with Degree/Diploma in Civil Engineering having minimum 5 (for Degree holders) / 7 (for Diploma holders) years experience.	One

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

<b>S.N.</b>	<b>Details</b>	<b>Penalty to be computed on Per Day basis</b>
<b>1</b>	Project Engineer/ Billing Engineer with Degree (8 years) / Diploma in Civil Engineering having minimum 12 years of relevant experience.	Rs. 50,000/- per month
<b>2</b>	Site Engineer with Degree/Diploma in Civil Engineering having minimum 5 (for Degree holders) / 7 (for Diploma holders) years experience.	Rs.25,000/- per month

**Annexure – I (Format: I - 4)**

(See clause 14 of Section 2 of ITB

**List of Key Equipment/ Machines for Quality Control Labs**

**Annexure – I (Format: I - 5)**

(See clause 14 of Section 2 of ITB

**LIST OF EQUIPMENTS / MACHINES FOR CONSTRUCTION WORK**

**FINANCIAL BID**  
**(TO BE CONTAINED IN ENVELOPE C)**

**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 fulfill 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:

- i. Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.*
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. In case the percentage “above” or “below” is not given by a bidder, his bid shall be treated as non-responsive.*
- iv. 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**

**MATERIALS TO BE ISSUED BY THE DEPARTMENT**

S.No	Name of material	Rate (Issue rate)	Unit	Remarks

**DELETED**



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 ULB), 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**

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

## **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 fulfillment 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 MadhyasthamAdhikaranAdhiniyam, 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 Contract Data

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:

- i. 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.
- ii. 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.
- iii. 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 judgmental 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 performancesecurity, if any, 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**

- i. Price adjustment shall be applicable only provided for in the contract data.
- ii. The price adjustment clause shall apply the works executed from the date of signing of the agreement until the end of the intended completion date or extensions granted for reasons attributed to the Employer by Engineer. The contractor shall not be entitled any benefit arising from the price adjustment clause for extension in the contract period reasons attributed to the contractor. In the Force Majeure event price escalation clause shall apply.

#### **31.2 Procedure**

- i. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following and procedures and as per formula given in the contract data.
- ii. The price adjustable shall be determined from the formula given in the contract data.
- iii. Following expression and meaning are assigned to done during each quarter:
- iv.  $R = \text{Total value of work during the quarter} - \text{amount of secured advance granted, if any, during the secured advance recovered, if any during 3 the quarter, less value of department, if any during the quarter.}$  Weightages of various components they 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 favor the same shall be recovered from the sums payable to the Contractor.

### **32. Mobilization and Construction Machinery**

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

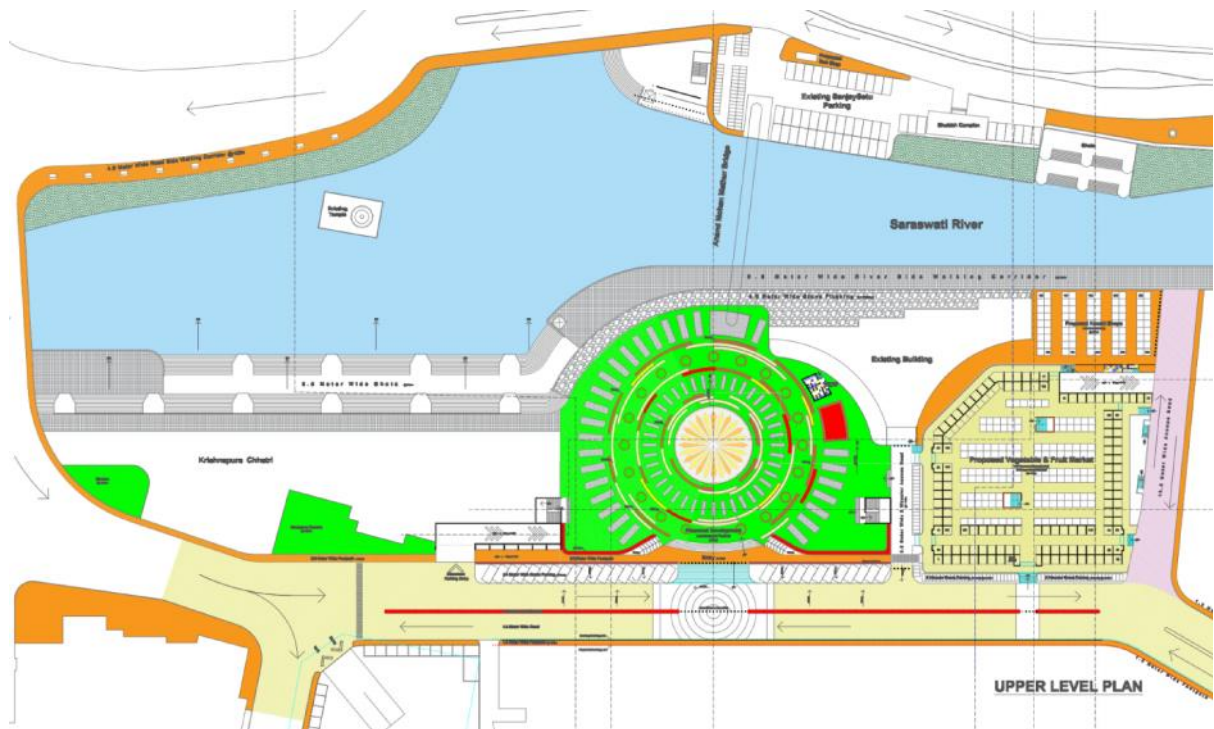
Clause Reference	Particulars	Data
1.14	Employer	Indore Smart City Development Limited, Indore
1.15	Engineer	Engineer as notified by employer
1.16	Engineer in Charge	Executive Engineer of ISCDL
1.22	Stipulated period of completion	18 Months including rainy season
3	Language & Law of Contract	English and 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 Office, ISCDL, Indore
	Appellate Authority for deciding dispute under Dispute resolution system	Executive Director, ISCDL, Indore
13	Period of submission of updated construction program	-
14	Competent authority for granting time permission	Executive Director, ISCDL, Indore
15	Milestones laid down for the contract	No
	If yes, details of milestone	As per Annexure O
	Liquidated damages	As per Annexure P
17	List of equipment for lab	-
	Time to establish	-
	Penalty for not establishing lab	-
18	Defects Liability Period for Civil Work	6 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

Clause Reference	Particulars	Data
		of General Conditions of Contract; and b. Liquidated damages 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 completion of physical period 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	Price adjustment formula and procedure to calculate	Not Applicable
31.1 (1)	Price adjustment shall be applicable	Not Applicable
31.2 (4)	Weightages of Component in the work	
32	32.1 Mobilization and Construction Machinery Advance applicable	No Mobilization Advance and Construction Machinery Advance payable
	32.2 If yes, unconditional Bank Guarantee	-
	32.3 If Yes Rate of Interest	-
	32.4 If Yes, Type and Amount that can be paid	-
	32.5 If Yes, Recovery of Payment	-
33	33.1 Secured Advance Payable	No 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

(See clause 10 of Section 3 of GCC)

**DRAWING**

**Indicative Site Plan**



Drawing	Details
SITE PLAN	Details indicating layout
SECTION A to F	Various Sections
SECTION G & H	-do-
VIEW 1	Perspective
VIEW 2	-do-

**Annexure – O**

(See clause 13 of Section 3 of GCC)

**DETAILS OF MILESTONE**

**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.

**LIST OF EQUIPMENT FOR QUALITY CONTROL LAB**

As per Annexure I (Form I-4)



**Annexure – R**

(See clause 10 of Section 3 of GCC)

**Price Adjustment**

**(Not Applicable)**

(See clause 32 of Section 3 of GCC)

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

To,

\_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_ [name of Contractor]

In accordance with the provisions of the General Conditions of Contract, clause 31 ("Mobilization and Construction Machinery Advance") of the above-mentioned Contract \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the pavement to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee] \_\_\_\_\_ [in words].

**Not Applicable**

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or of any of the Contract documents which may be made between \_\_\_\_\_ [name of Employer] 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 remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal: -----  
Name of Bank/Financial Institution: \_  
Address:  
Date: \_

An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

**Annexure – T**

(See clause 33 of Section 3 of GCC)

**BANK GUARANTEE FORM FOR SECURED ADVANCE  
Not Applicable**

**Physical Completion Certificate**

Name of Work:

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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

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**Final Completion Certificate**

Name of Work:

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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

**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 of 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**

**Special Conditions of Contract [SCC] Part II**



**Section 4**  
**Bill of Quantities**

**(Attached)**

**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 .....