

# Indore Smart City Development Limited Request for Proposal

**Selection of Consultant for 100 MWp Floating /Ground Mounted/  
Rooftop Solar PV Power Plants for Indore Smart City Development  
Limited/ Indore Municipal Corporation at Yashwant Sagar Dam  
Reservoir, Jalud Water Pumping Station and Various Location**

**NIT No: 15/ISCDL/19-20; Dated 10.01.2020**



---

**Indore Smart City Development Limited, Indore**

Regd. Off.: Nehru Park, Indore (M. P.) 452 003, INDORE, Madhya Pradesh,

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**

**NIT No: 15/ISCDL/19-20; Dated 10.01.2020**

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

<b>Name of Work</b>	:	<b>Selection of Consultant for 100 MWp Floating /Ground Mounted/ Rooftop Solar PV Power Plants for Indore Smart City Development Limited/ Indore Municipal Corporation at Yashwant Sagar Dam Reservoir, Jalud Water Pumping Station and Various Location</b>
<b>Name of the Consultant</b>	:	
<b>Probable Amount of Contract</b>	:	
<b>(Rs. In Figure)</b>	:	-
<b>(Rs. In Words)</b>	:	-
<b>Contract Amount</b>	:	
<b>(Rs. In Figure)</b>	:	_____
<b>(Rs. In Words)</b>	:	_____
<b>Stipulated Period of Completion</b>	:	<b>2 Years Execution + 5 Years Operation and Maintenance Period</b>

## Tender Document Table of Contents

<b>Section No</b>	<b>Particulars</b>	<b>Details</b>
Section 1	Notice Inviting Tender	
Section 2	Instructions to Bidders (ITB)	
	Bid Data Sheet	
	Annexure – A	Key Dates
	Annexure – B	Affidavit
	Annexure – C	Prequalification Criteria
	Annexure – D	Special Eligibility Criteria
	Annexure – E	Specification
	Annexure – F	Procedure for participating in E-tendering
	Annexure – G	Joint Venture
	Annexure – H	Organizational Details
	Annexure – I	Technical Proposal
	Annexure – J	Financial Bid
	Annexure – L	Letter of Acceptance (LOA)
	Annexure – M	Performance Security
	Table of Clauses	
	Part-I	General Conditions of Contract (GCC)
	Contract Data	
	Annexure – N	NA
	Annexure – O	Detail of milestones
	Annexure – P	Compensation of Delay
	Annexure – Q	List of Equipment for Quality Control Lab
Section 3	Annexure – R	Price Adjustment
	Annexure – S	Bank Guarantee form for Mobilization & Machinery Advance
	Annexure – T	Bank Guarantee Form for Secured Advance
	Annexure – U	Physical Completion Certificate
	Annexure – V	Final Completion Certificate
	Annexure – W	Salient Features of Labour laws
	Part-II	Special Conditions of Contract (SCC)
Section 4	BILL OF QUANTITIES (B.O.Q.)	
Section 5	Agreement Form	

## Section-1

### INDORE SMART CITY DEVELOPMENT LIMITED

Nehru Park, Indore (M. P.) 452 003

#### Notice Inviting Tender

NIT No: 15/ISCDL/2019-20;

Date 10.01.2020

Online proposal are invited for following work. Tender forms may be purchased online by the consultant / firm having relevant experience.

S. No.	Name of Work	Cost of Tender Form	Earnest Money Deposit	Services Period
1.	Selection of Consultant for 100 MWp Floating /Ground Mounted/ Rooftop Solar PV Power Plants for Indore Smart City Development Limited/ Indore Municipal Corporation at Yashwant Sagar Dam Reservoir, Jalud Water Pumping Station and Various Location	Rs. 12500.00	Rs. 2.00 Lakhs	2 Years Execution + 5 Years Operation and Maintenance Period

#### Key Dates: -

S. No.	Description	Date and Time
1.	Last date for Purchase of Tender (Online)	28.01.2020 till 1730 Hrs.
2.	Last date for submission of tender (Online)	28.01.2020 till 1730 Hrs.
3.	Technical bid opening (Online)	29.01.2020 from 1730 Hrs.
4.	Last date for Submission of Hard Copy of Technical Bid	31.01.2020 till 1730 Hrs.
5.	Prebid meeting	22.01.2020 at 1500 Hrs.

#### Notes: -

- I. Tender Document and other details shall be available on Website-www.mptenders.gov.in
- II. ii) Amendment to NIT, if any would be published on website only.
- III. iii)The EMD shall be deposited online through portal via Debit card /Credit card / Net banking or System Generated Challan.

**Superintending Engineer**  
**Indore Smart City Development Ltd., Indore**

**INDORE SMART CITY DEVELOPMENT LIMITED**  
**Notice Inviting e-Tenders**

NIT No: 15/ISCDL/19-20; Dated 10.01.2020

Online tenders are invited for following works. Tender forms may be purchased online by the consultant / firm having relevant experience.

S. No.	Name of Work	Cost of Tender Form	Earnest Money Deposit	Services Period
1.	Selection of Consultant for 100 MWp Floating /Ground Mounted/ Rooftop Solar PV Power Plants for Indore Smart City Development Limited/ Indore Municipal Corporation at Yashwant Sagar Dam Reservoir, Jalud Water Pumping Station and Various Location	Rs. 12500.00	Rs. 2.0 Lakhs	2 Years Execution + 5 Years Operation and Maintenance 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) Proof of Pay the cost of Bid Document;
  - ii) Scanned copy of details of 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) 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.

**Superintending Engineer**  
**Indore Smart City Development Ltd.,**  
**Indore**

**SECTION 2**  
**INSTRUCTIONS TO BIDDERS (ITB)**  
**4. GENERAL**

**1. SCOPE OF BID**

The detailed description of work, hereinafter 'work', is given in the Bid Data Sheet.

**2. General Quality of Work:**

The work shall have to be executed in according engineer in charge, 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.

**5. 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. Drawing
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, and forms 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. Proof/details of Earnest Money transfer/deposit through Debit card, credit card / inter net banking or system generated challan; 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**

6. The bidder should 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 to EPC contractor for construction of solar power plant.. The overall percentage rate would apply for all items of work.

7. 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.

8. 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., GST shall be paid extra as per prevailing rates.

9. The material along with the units and rates, which shall be issued, if any, by the department to the Consultant, 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 transfer using Debit card/ credit card / net banking or system generated challan in favour of name and particulars given in Bid Data sheet, it should be for period of minimum six months after the date of receipt of the bid.

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 Consultant 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.No.	Particulars	Data
1	Office inviting Tender	Indore Smart City Development Ltd., Indore
2,3	NIT no. and Date	NIT No: 15/ISCDL/19-20; Dated 10.01.2020
4	Bid document download Available from date & time	-
5	Website link	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>

### Section 1 – NIT

S.No.	Particulars	Data
1	Portal fees	Rs. _____ (shall be reflected on the portal)
2	Cost of bid document	Rs 12500.0
	Cost of bid document payable	Bidders shall be directed to the payment gateway through the portal
	at Cost of bid document in	-
3	favor of Affidavit format	Annexure B
4	Pre-qualifications	Yes
	required If Yes, details	As per Annexure C
5	Special Eligibility	-
	If Yes, details	As per Annexure D
6	Key Dates	Annexure A

### Section 2 – ITB

Clause Reference	Particulars	Data
1	Name of work	Selection of Consultant for 100 MWp Floating /Ground Mounted/ Rooftop Solar PV Power Plants for Indore Smart City Development Limited/ Indore Municipal Corporation at Yashwant Sagar Dam Reservoir, Jalud Water Pumping Station and Various Location
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	As per ANNEXURE-G
9	venture Pre-bid meeting to held	Yes
	If Yes, Date, Time & Place	22.01.2020 at 1500 HRS. ISCDL Nehru Park, Indore (MP),452003
12	Envelope –A containing: i.Registration number or proof of application for registration & organizational details as per Annexure 'H' ii.Cost of Bid Document details iii.EMD deposit details iv.An affidavit duly notarized as per	At the office of Chief Executive Officer Nehru Park, Indore (MP), India Pin 452003

<b>Clause Reference</b>	<b>Particulars</b>	<b>Data</b>
	<b>Annexure –B Should reach in physical form</b>	
<b>14</b>	<b>Envelope-B Technical</b>	<b>Annexure–I (Format I-1 to I-5)</b>
	<b>Proposal Envelope-C</b>	<b>Annexure – J</b>
<b>15</b>	<b>Financial Bid Materials to be issued by the department</b>	<b>Nil</b>
<b>16</b>	<b>Period of Validity of Bid</b>	<b>120Days</b>
	<b>Earnest Money Deposit</b>	<b>Rs. 2.0 Lakh</b>
<b>17</b>	<b>EMD shall be transfer through Debit card / credit card/ net banking /online or system generated challan.</b>	<b>Online On portal</b>
<b>21</b>	<b>Letter of Acceptance (LoA) Amount of Performance Security Additional</b>	<b>Annexure L 5% of contract amount</b>
<b>22</b>	<b>Performance Security, if any</b>	<b>-</b>
	<b>Performance security in the format</b>	<b>Annexure M</b>
	<b>Performance security in favour of</b>	<b>Executive Director, ISCDL, Indore</b>
	<b>Performance security valid up to</b>	<b>Till issue of Physical Completion Certificate as per clause 35.1</b>

\*Earnest Money Deposit proof (transaction ID, Bank account details etc.) upload online in scan / soft copy

## Key Dates & Events

S No.	Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1.		Purchase of Tender – Online			28.01.2020	1730 Hours	
2.		Bid Submission – Online			28.01.2020	1730 Hours	
3.	Submission of Hard copy of bid (Envelope A and B)				31.01.2020	1730 Hours	Envelope A,B
4.	Technical Bid/ Proposal Open (Envelope A and B) Online				29.01.2020	1730 Hours	
5.	Financial Bid Open (Envelope C) online						

**Details of money transfer for earnest money and original affidavit shall be submitted by the bidder so as to reach the office as prescribed in Bid Data Sheet.**

|| 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 \_\_\_\_\_ (Consultant) 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. Proof of transfer of earnest money through Debit card / credit card / net banking or system generated challan as earnest money, 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 \_\_\_\_\_

10. In response to the tender Reference No: \_\_\_\_\_ I as an owner/ Partner/ Director of <<Name of Bidder>>, I/We hereby declare that <<Name of Bidder>>, is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices and/ or blacklisted either indefinitely or for a particular period of time by any State Government/ Central Government/ Semi Government/ PSU/ Municipal agencies in India.

Signature with Seal of the Deponent (bidder)

I/ We, \_\_\_\_\_ above deponent do hereby certify that the facts mentioned in above paras 1 to 4 are correct to the best of my knowledge and belief.

Verified today \_\_\_\_\_ (dated) at \_\_\_\_\_ (place).

Signature with Seal of the Deponent (bidder)

**PRE-QUALIFICATIONS CRITERIA**

Evaluation Criteria -  
Minimum Qualifying Marks for technical 70 out of 100

S.No.	Description	Maximum Marks
1	Average Annual Turnover of the bidder (last 3 Years) from consultancy services - Floating /Ground Mounted/ Rooftop Solar PV Power Plants (Turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so under Companies Act or Income Tax Act. )	
i	1.0 Cr. To Rs. 5.0 Cr.	3
ii	Rs. 5.0 Cr. To Rs. 10.0 Cr	6
iii	More than Rs. 10.0 Cr.	9
2	Experience in Floating /Ground Mounted/ Rooftop Solar PV Power Plants costing	
i	Experience in Floating /Ground Mounted/ Rooftop Solar PV Power Plants costing more than Rs. 400.0 Cr single project	15
ii	Experience in Floating /Ground Mounted/ Rooftop Solar PV Power Plants costing Rs. 400.0 to 200 Cr single project	12
iii	Experience in Floating /Ground Mounted/ Rooftop Solar PV Power Plants costing Rs. 200.0 to 100 Cr single project	9
iv	Experience in Floating /Ground Mounted/ Rooftop Solar PV Power Plants costing Rs. 100.0 to 50 Cr single project	6
iv	Experience in Floating /Ground Mounted/ Rooftop Solar PV Power Plants Rs. 50.0 to 20.0 Cr single project	3
3	Experience in the working in nos of Solar Power plant	
i	1 – 2 nos of Projects	3
ii	3 – 5 nos of Projects	6
iii	More than 5 nos of Projects	9
4	Experience of working with Government of India PSU/State Government in solar	
i	More than Four (04)	9
ii	Four (04)	6
iii	Two (02)	3
5	Adequacy of concept plan of the proposed work and methodology for	
i	Project management. Concept Plan for the proposed project	10
ii	Project management methodology adopted for the projects executed in the	5
iii	past Project management methodology to be adopted for the proposed project	10
6	Evaluation & Marking for Key Personnel's to be employed	
i	Team Leader (full time) B. E./B. Tech/M.E./ M-Tech/MBA - Expert in Solar power plant. projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants	
a	Similar Experience 6 years	3

<b>b</b>	<b>6 to 8 Years</b>	<b>5</b>
<b>c</b>	<b>8 or more years</b>	<b>7</b>
<b>ii</b>	<b>Solar PV Power Plants Expert (Full Time) (Engineering Graduate)</b>	
<b>a</b>	<b>Similar Experience 4 years</b>	<b>2</b>
<b>b</b>	<b>4 to 7 Years</b>	<b>4</b>
<b>c</b>	<b>7 or more years</b>	<b>7</b>
<b>iii</b>	<b>Quality control Engineer (Engineering Graduate)</b>	
<b>a</b>	<b>Similar Experience 4 years</b>	<b>2</b>
<b>b</b>	<b>4 to 7 Years</b>	<b>4</b>
<b>c</b>	<b>7 or more years</b>	<b>6</b>
<b>iv</b>	<b>Civil engineer (Engineering Graduate)</b>	
<b>a</b>	<b>Similar Experience 4 years</b>	<b>2</b>
<b>b</b>	<b>4 to 7 Years</b>	<b>4</b>
<b>c</b>	<b>7 or more years</b>	<b>7</b>
<b>v</b>	<b>Electrical engineer (Engineering Graduate)</b>	
<b>a</b>	<b>Similar Experience 4 years</b>	<b>2</b>
<b>b</b>	<b>4 to 7 Years</b>	<b>4</b>
<b>c</b>	<b>7 or more years</b>	<b>6</b>

#### **Bid Evaluation Criteria**

**Evaluation Criteria - Minimum Qualifying Marks 70 out of 100**

**Financials bids of technically qualified consultants would be opened. The proposal will be evaluated by the L1 least-Cost Selection Method of procurement.**

**With regard to the evaluation of the technical proposal, ISCDL evaluates the technical proposal on the basis of the pre-qualification of the bidder.**



**Annexure – D**  
**(See Clause 6 of Section 1 NIT)**

**SPECIAL ELIGIBILITY CRITERIA**

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

## **Specification**

## **Procedure for participation in e-Tendering**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature Enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during Enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid up-dation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

- 19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.**
- 20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.**
- 21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected**
- 22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.**
- 23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.**
- 24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.**
- 25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).**

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

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

1. Bids submitted by a joint venture of two or more firms as 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 a successful bid, the Agreement, shall be signed by the legally binding on all partners;
  - c. the partner in charge shall be authorized to incur liabilities and enter into contracts on behalf of any and all partners of the joint venture and the execution of the contract, including payments, shall be done exclusively with the partner in charge;
  - d. all partners of the joint venture shall be held jointly and severally for the execution of the contract in accordance with the contract terms and conditions. Authorization referred to shall be included in the authorization mentioned under [above] as well as in the bid and in the Agreement [in case of a successful bid];
  - e. The joint venture agreement should be that precisely the role of all members of JV in respect of planning, design, construction, operation of the project, work execution and financing of the project. All members of JV should have their participation in accordance with 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; and
  - g. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners collectively must meet the 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 a 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. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders'.
6. Furnish details of participation proposed in the joint venture as below:

**DETAILS OF PARTICIPATION IN THE JOINT VENTURE FIRM**

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

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

- 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 & clause 4 of GCC)****ORGANIZATIONAL DETAILS****(To be enclosed with technical proposal)**

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

**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:**

<b>S.N.</b>	<b>Particulars to be submitted</b>	<b>Format</b>
<b>1.</b>	<b>Financial and Physical Experience</b>	<b>(Format: I – 1)</b>
<b>2.</b>	<b>Annual Turnover</b>	<b>(Format: I – 2)</b>
<b>3.</b>	<b>List of minimum technical personnel / key positions required for project.</b>	<b>(Format: I – 3)</b>

**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**

<b>S.No</b>	<b>Name of the Contract</b>	<b>Year of Contract</b>	<b>Organization</b>	<b>Value</b>	<b>status of work</b>	<b>Completion years</b>



**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>			
<b>Financial Year</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
<b>Annual Turnover (in INR)</b>			
<b>AVERAGE ANNUAL TURNOVER</b>			
<b>Note:</b> i. Annual turnover of construction works should be certified by chartered accountant. <b>Mandatory Supporting Documents:</b> ii. Audited balance sheet including all related notes and income statements for the above financial years to be enclosed.			

**Annexure – I (Format: I – 3)**  
**(See clause 14 of Section 2 of ITB)**

**List of minimum technical personnel / key positions required for project.**

Consultant have to appoint minimum the following key personnel during execution period The qualification and experience requirements are as under.

S.No.	Key Personnel	Required no.	Minimum qualification	Minimum experience in years	Experience required
1.	Team Leader	01	Engineering/ MBA graduate	6 Years	Expert in Solar power plant. Projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants
2.	Floating /Ground Mounted/ Rooftop Solar PV Power Plants Expert	01	Engineering graduate	4 Years	Handled projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants
3.	Quality control engineer	01	Engineering graduate	4 Years	Handled projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants
4.	Civil engineer	01	Engineering graduate	4 Years	Handled projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants
5.	Electrical engineer	01	Engineering graduate	4 Years	Handled projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants
6.	Supervisor	01 - Each location	Any Graduate	3 Years	Handled projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants

Consultant have to appoint the following key personnel during the operation and Maintenance period. The qualification and experience requirements are as under.

S.No.	Key Personnel	Required no.	Minimum qualification	Minimum experience in years	Experience required
1.	Team Leader	01	Engineering graduate	6 Years	Expert in Solar power plant. Projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants
2.	Civil engineer	01	Engineering graduate	4 Years	Handled projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants
3.	Electrical engineer	01	Engineering graduate	4 Years	Handled projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants
4.	Supervisor	01 - Each location	Any Graduate	3 Years	Handled projects like Floating /Ground Mounted/ Rooftop Solar PV Power Plants

**Note: -**

1. All the above staff should be deployed at the site. Except team leader.
2. Daily staff attendance will be submitted to ISCDL.

**Annexure – J**

(See clause 15 of Section 2 of ITB)

**FINANCIAL BID/ Financial Proposal**

(TO BE CONTAINED IN ENVELOPE C) (to be submitted online only).

Date:

To:

Chief Executive Officer  
Indore Smart City Development Limited Nehru Park Campus  
Indore - 452003

Project:

Sir,

1.I the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal

2.My Financial Proposal is given below:

S. No.	Consultancy services	Bidders Quoted cost
		% of the cost of Solar installation by EPC Contractor
1.	Selection of Consultant for 100 MWp Floating /Ground Mounted/ Rooftop Solar PV Power Plants for Indore Smart City Development Limited/ Indore Municipal Corporation at Yashwant Sagar Dam Reservoir, Jalud Water Pumping Station and Various Location.	

Total in words: .....Percentage of the cost of solar plant installation by EPC Contractor.

**Note:- Where ever the rupees is in tender , should be considered as percentage is in price bid.**

The Amount / Fee quoted is inclusive of all costs, taxes, duties, surcharge etc, but exclusive of GST.

**GST shall be paid extra.**

**3.My financial Proposal shall be binding upon me subject to the modifications resulting from contract negotiations, if any.**

Our Financial Proposal is without any condition and shall be binding upon us, i.e. 120 calendar days from the last date of submission of this Proposal.

Yours faithfully,

(Signature and name of the Applicant)

Address:

Mobile No: E-mail ID:



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

No. \_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF ACCEPTANCE (LOA)**

M/s. \_\_\_\_\_

(Name and address of the Consultant)

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,

**Chief Executive Officer**

**Indore Smart City Development, Indore**

**PERFORMANCE SECURITY**

To

\_\_\_\_\_ [Name of Employer]

\_\_\_\_\_  
\_\_\_\_\_ [Address of Employer]

WHEREAS \_\_\_\_\_ [name and Address of Consultant] (Hereinafter called “the Consultant”) 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 Consultant 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 Consultant such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Consultant, 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 Consultant 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 Consultant 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.

**Payment schedule / Schedule of Fee: -**

<b>S.No.</b>	<b>Description</b>	<b>Fee in % of Total Payable Amount</b>
1.	After acceptance and approval of Feasibility Report and all the DPRs (on basis of basic data collection & site-specific survey comprising designs, drawings, BOQ, phasing of costs etc. at various locations) for a project.	20 %
2.	Tendering / evaluation of the bids received/ finalization and award of contract to the selected bidder.	10%
3.	After Power purchase agreement	10%
4.	During Execution (Pro rata basis)	30%
5.	During Operation and Maintenance Period (Pro rata basis)	30%

**SECTION 3**  
**Conditions of Contract**

Part – I General Conditions of Contract [GCC]

**Table of Clauses of GCC**

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



## **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 Chief 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 Consultant 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 **“Consultant”** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7 **“Consultant's bid”** means the completed bid document submitted by the Consultant 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 Consultant 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 Consultant'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 Consultant for incorporation in the work.
- 1.22 **“Stipulated date of completion”** means the date on which the Consultant 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-Consultant”** means a person or corporate body who has a Contract (duly authorized by the employer) with the Consultant 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 Consultant 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.Drawing**
- 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 Consultant by Employer/Engineer shall be sent on the address or contact details given by the Consultant 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 not allowed

## 6. Personnel

- 6.1** The Consultant 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 Consultant fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Consultant.
- 6.2** If the Engineer asks the Consultant to remove a person who is a member of the Consultant's staff or work force, stating the reasons, the Consultant 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 Consultant's Personnel, revolution, insurrection, military or usurped power, or civil war,
  - (iii) Riot, commotion, disorder, strike or lockout by persons other than the Consultant's Personnel,
  - (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio activity, except as may be attributed to the Consultant'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 Consultant 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. Consultant's Risks

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

## **9. Liability for Accidents to Person**

The Consultant 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 Consultant 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. Consultant Works**

10.1 The Consultant shall order suggest to contractor to 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 As per scope of work.

## **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 Consultant shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **12. Dispute Resolution System**

12.1 No dispute can be raised except before the Competent Authority as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.

12.2 No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such disputes.

12.3 The Competent Authority shall decide the matter within 45 days.

12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract data. The Appellate Authority shall decide the dispute within 45 days.

12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.

12.6 The Consultant 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 Consultant 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 Consultant shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment's 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 Consultant shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Consultant 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 Consultant's obligations

#### **14. Extension of Time**

14.1 If the Consultant 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 Consultant 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 Consultant 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 Consultant.

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 Consultant shall have to ensure strict adherence to the same.

15.4 Failure of the Consultant 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 Consultant Amount equal to the liquidated damages leviable until the Consultant makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.

15.6 If the Consultant 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 Consultant in the next payment certificate.

15.7 In the event the Consultant 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. Deleted**

### **C. Quality Control**

#### **17. Tests**

The Consultant shall be responsible for:

- a. Carrying out the tests prescribed in specifications, and
- b. For the correctness of the test results.

#### **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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant may be directed to do in the manner above specified, as part of the work, shall be carried out by the Consultant 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**

**DELETED**

### **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 Consultant 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 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 Consultant.
- c. 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.
- d. But under no circumstances, the Consultant shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the Consultant does not accept the rate approved by Engineer in charge for a particular item, the Consultant 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 Consultant and withdraw that whole or any part of the work.

**22.2** The Consultant 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 Consultant on any payment due or awarded by any authority.

### **24. Recovery from Consultant**

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

- a) Appropriating, in part or whole of the Performance Security and additional Performance Security, if any; and/or Security deposit and/or any sums payable under the contract to the Consultant.
- b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the Consultant under any other Consultant of the department, including the securities which become due for release.
- c) The department shall, further have an additional right to effect recoveries as arrears of land revenue under the M.P. Land revenue Code.

### **25. Tax**

**25.1** The rates quoted by the Consultant 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. GST shall be paid extra as per prevailing rates. 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 Consultant. Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the Consultant.

### **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 Consultant, as per clause 24 above.

### **27. Termination by Engineer in Charge**

**27.1** If the Consultant fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Consultant 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 Consultant

- a. Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
- b. the Consultant 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 Consultant does not maintain a valid instrument of financial Security, as prescribed;
- e. the Consultant has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- f. If the Consultant fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
- g. if the Consultant, 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 Consultant, terminate the contract and expel the Consultant 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 Consultant.

## 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 Consultant's personnel employed solely on the works, and the Consultant'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 Consultant, the difference shall be recovered as per clause 24 above.

## 29. Performance Security

The Consultant 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 Consultant shall have to ensure that such performance security and Additional performance, if any, security remains valid for the period as specified in the Contract data.

### 30. Security Deposit - Deleted

## 31. Price Adjustment

### 31.1 Applicability

1. Price adjustment shall be applicable only provided for in the contract data.
2. 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
3. attributed to the Employer by Engineer the Consultant shall not be entitled any benefit arising from the price adjustment clause for
4. extension in the contract period reasons attributed to the Consultant. In the Force Majeure event price escalation clause shall apply.

### 31.2 Procedure



1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following and procedures and as per formula given in the contract data.
  2. The price adjustable shall be determined from the formula given in the contract data.
  3. **Following expression and meaning are assigned to done during each quarter:**  
R= Total value of work during the quarter include the 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 Consultant is not covered by the provisions of this or clauses in the contact, 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 Consultant.

## **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 Consultant of the against provision by the Consultant 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 Consultant.
- 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 Consultant. 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 shall make advance materials intended for but not yet incorporated in the works and against of an unconditional bank guarantee in a form and by a nationalized/scheduled name as stated in the contract data, in amounts equal to the guarantee shall remain effective until the advance payment has been of the guarantee shall be progressively reduced by the amounts adjusted Consultant.
- 33.3** The amount of secured advance and conditions to be fulfilled shall be as stipulated in the Contract Data.
- 33.4** The secured advance paid shall be recovered as stated in the Contract data.

## **34. Payment Certificates**

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

- a. The Consultant 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 Consultant's monthly statement and certify the amount to be paid to the Consultant.

- 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 Consultant 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 Consultant, 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 Consultant shall supply the Engineer with a detailed account of the total amount that the Consultant 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 Consultant within 45 days of receiving the Consultant'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 Consultant after hearing the Consultant 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. G. Other Conditions of Contract.

## **F. Other Conditions of Contract**

### **37. Currencies**

**All payments will be made in Indian Rupees.**

### **38. Labour**

**38.1** The Consultant 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 Consultant 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 Consultant 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 Consultant and his sub-Consultant 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 Consultant 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 Consultant, the Engineer/Employer shall have the right to deduct any money due to the Consultant including his amount of performance security. The Employer/Engineer shall also have right to recover from the Consultant any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Consultant and the Sub-Consultant 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 Consultant under the contract or nay work claimed by him to have been done under the contract and found not to, have been executed, the Consultant 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 Consultant 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 Consultant.

### **41. Death or permanent invalidity of Consultant**

During continuance of the contract, the Consultant 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 Consultant 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 Consultant, the engineer/employer shall have the right to deduct from any money due to the Consultant including his amount of performance of security. The employer/engineer shall also have right to recover from the Consultant any sum required or estimated to be required for making good the loss or damage suffered by the employer. The employees of the Consultant and the sub-Consultant 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**

<b>Clause Reference</b>	<b>Particulars</b>	<b>Data</b>
1.14	<b>Employer</b>	Indore Smart City Development Limited, Indore
1.15	<b>Engineer</b>	Engineer as notified by employer
1.16	<b>Engineer In Charge</b>	Executive Engineer of ISCDL
1.22	<b>Stipulated period of completion</b>	2 Years Execution + 5 Years Operation and Maintenance Period
3	<b>Language &amp; Law of Contract</b>	English and Indian Contract Act
4	<b>Address &amp; contact details of the Consultant</b>	1872 As per "Annexure – H"
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	-
5	Subcontracting permitted for contract value	Not permitted
6	<b>Technical Personnel to be provided by the Consultant</b>	As per 'Annexure-I' (Format I-3)
	<b>Penalty, if required Technical personal not employed</b>	Team Leader - Rs.100000/- per month Solar PV Power Plants Expert - Rs.75,000/- per month; Quality control engineer /Civil engineer-Rs.25,000/- per month; Supervisor - Rs.20,000/-per month
10	<b>Specifications</b>	As per "Annexure – E"
	<b>Drawings</b>	NA
12	<b>Competent authority for deciding dispute under Dispute resolution system</b>	Chief Executive Office, ISCDL, Indore
	<b>Appellate Authority for deciding dispute under Dispute resolution system</b>	Executive Director, ISCDL, Indore
13	<b>Period of submission of updated construction program</b>	-
14	<b>Competent authority for granting time permission</b>	Executive Director, ISCDL, Indore
15	<b>Milestones laid down for the contract</b>	Yes
	<b>If yes, details of milestone</b>	As per "Annexure O"
	<b>Liquidated damages</b>	As per "Annexure P"
17	<b>List of equipment for lab</b>	-
	<b>Time to establish</b>	-
	<b>Penalty for not establishing lab</b>	-
18/24	<b>Defects Liability Period</b>	-
21	<b>Competent authority for determining the rate</b>	Executive Director, ISCDL, Indore
27	<b>Any other condition for breach of contract</b>	-
28	<b>Penalty</b>	Penalty shall be recovered from a. Security deposit as per clause 30 of General Conditions of Contract; and b. Liquidated damages imposed as per clause 15 from performance security (Guarantee) including additional Performance Security

Clause Reference	Particulars	Data
		(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	-
	Maximum limit of deduction of Security Deposit	-
31	Price adjustment formula and procedure to calculate	Not Applicable
31.1 (1)	Price adjustment shall be applicable	Not Applicable
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 Annexure – U completion of work	As per
	Final Completion Certificate – after final payment on completion of the work.	As per Annexure – V
39	Salient features of some of the major labour laws that are applicable	As per Annexure – W

**Annexure – N**

**(See clause 10 of Section 3 of GCC)**

**DRAWING  
NA**

(See clause 13 of Section 3 of GCC)

**DETAILS OF MILESTONE**

<b>No.</b>	<b>Deliverable</b>	<b>Details</b>	<b>Within weeks of commencement</b>
1	<b>Inception Report</b>	<b>Approach and Methodology after discussion with ISCDL Engineer</b>	<b>2</b>
2	<b>Pre-Feasibility Report (PFR)</b>	<b>Site Survey, load assessment, Yield Assessment must be carried out in presence of Engineer-in-Charge ISCDL and suitability of land for set-up of plant in consultation with ISCDL</b>	<b>8</b>
3	<b>Detailed project Report (DPR)</b>	<b>DPR would cover Assessment of solar resources available at the proposed site, Study of the load requirement and captive consumption, calculation of energy yield at site, Recommendation on site &amp; technology design selection of the most appropriate technology design &amp; PV module size for site conditions, Description of technical features and specifications of solar PV power plant components, Recommendation on type of power plant etc. complete as per norms of MNRE.</b>	<b>8</b>

**COMPENSATION FOR DELAY**

**If the Consultant fails to achieve the milestones, and the delay in execution of work is attributable to the Consultant, the Employer shall retain an amount from the sums payable and due to the Consultant as per following scale –**

- I. Slippage up to 25% in financial target during the milestone under consideration – 2.5% of the work remained unexecuted in the related time span.**
- II. Slippage exceeding 25% but up to 50% in financial target during the milestone under consideration – 5% of the work remained unexecuted in the related time span.**
- III. Slippage exceeding 50% but up to 75% in financial target during the milestone under construction – 7.5% of the work remained unexecuted in the related time span.**
- IV. Slippage exceeding 75% in financial target during the milestone under consideration – 10% of the work remained unexecuted in the related time span.**

**Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Consultant shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Consultant for either Employer's default or Force Majeure, the compensation shall be levied on the Consultant at the rate of 0.05% per day of delay limited to maximum of 10% of contract price.**

**The decision of Chief Executive Officer shall be final and binding upon both the parties.**



**Annexure – Q**  
**(See clause 17 of Section 3 of GCC)**

**LIST OF EQUIPMENT FOR QUALITY CONTROL LAB**

**Price Adjustment**  
**(Not Applicable)**

**Annexure – S**

**(See clause 32 of Section 3 of GCC)**

**BANK GUARANTEE FORM FOR MOBILIZATION ADVANCE**

**(Not Applicable)**

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

**BANK GUARANTEE FORM FOR SECURED ADVANCE**

**(Not Applicable)**

**Physical Completion Certificate**

**Name of Work:**

---

---

---

**Work order 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**

---

---

**Final Completion Certificate**

**Name of Work:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Work order 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 Consultant 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 Consultant to contract labour and in case the Consultant 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 Consultant is, required to take license from the designated Officer. The Act is applicable to the establishments or Consultant 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 for 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**

- 1. The scope of the work may be increases or decrease, ISCDL will Pay fees to consultants accordingly on a pro-rata basis.**
- 2. Responsibility of Power purchase agreement (PPA) in consultant scope.**
- 3. No reimbursements will be pay for Office Operations, Office equipment, office Accommodation, Communication Costs, any Transport, Report Production, tour, training, equipment's, survey, printing, photocopy, Videography, Drone shooting etc. quoted rates should be including all.**
- 4. Project duration - 2 Years Execution + 5 Years Operation. (The consultant will have to provide service for the entire execution period including the delay of the project for that no extra charge/cost will be payable to consultant and then start operation and maintenance period of 5 years).**
- 5. 1<sup>st</sup> party / Client - Indore Smart City Development Limited/ Indore Municipal Corporation**
- 6. 2<sup>nd</sup> party - Contractor / Consultant**

## Scope of work

**1.1. Scope of Work for the consultant the broad scope of work is as below**

**1.1.1. Site survey, Preparation of Feasibility report for each site & Tender Document preparation. Study of the electrical load requirement and captive consumption of the establishment at the site.**

**1.1.2. Collection, verification and evaluation of solar radiation resource data and local meteorological data and calculation of energy yield based on analysis of direct and diffused solar radiation, seasonal and daily characteristic, load factor.**

**1.1.3. Estimate the power generation potential depending on the site conditions.**

**1.1.4. DPR shall be prepared for each site. The consolidated bid document may have to be prepared for a number of sites depending upon the end customer requirement. DPR shall be submitted as per ISCDL format.**

**1.1.5. The consultant shall have to prepare the complete Bid Documentation (for EPC contractor) including agreement, tendering. Bid Document for design, manufacture, Supply, Erection, Testing & Commissioning, completion of solar power project and subsequent O&M of solar power project covering all technical requirements for overall design, components, criteria for vendor selection, performance assessment protocol, compliances of various rules and regulations etc. The scope of work should cover but will not be limited to the following.**

**1) Detailed tender notice & prequalification criteria**

**2) Brief description of works & scope of work**

**3) Objective of the works covered under this work**

**4) Detailed item wise specifications**

**5) General conditions of contract**

**6) Special conditions of contract**

**7) Form for performance guarantee**

**8) Outline skeleton of design & design parameters including substation and grid connectivity requirements**

**1.1.6. The consolidated bid document may have to be prepared for a number of sites depending upon the end customer requirement.**

**1.1.7. The Consultant shall develop the Bid Document based on best industry practices, latest technical developments, prevailing market situation and, their experience with other projects.**

**1.1.8. Bid Document shall cover, design standard for equipment to be supplied, manufacture, Supply, Erection, Testing & Commissioning of solar power plant compliant to relevant laws, Acts, grid codes, regulations, notifications, rules; ensuring quality of supply and EPC with necessary checks, and inspections; along with associated Civil Works, Electrical Installations, etc.; and for carrying out Operation and maintenance of the project for the life of the project on Turnkey basis**

**1.1.9. The Scope of Work for preparation of Bid Document shall also include preliminary system design and necessary engineering for the project, eligibility criteria's, technical as well as financial evaluation/ elimination criteria, scope of work for the developer, tech specifications, payment milestones, penalty/incentives and any other related issues, etc.**

**1.1.10 the consultant has to check and approved GTP of desired equipment's.**

**1.1.11 The consultant have to prepare CPM / PERT Chart with coordination of EPC contractor. Consultant have to submit weekly progress report mentoring deviation (if any).**

#### **During Execution and Operation and Maintenance Period**

- 1. Preparation of weekly and monthly progress Project Report.**
- 2. Supervision and monitoring of work during construction.**
- 3. Quality control at site.**
- 4. Planning /construction programme and suggestions of work.**
- 5. Reporting to competent authority daily. (verbally and in writing)**
- 6. Preparing of the contractor bill.**
- 7. Have to publish daily and monthly power generation report in excel format.**
- 8. Have to show saving in MPPKVCL'S electricity bill of the concern site.**

#### **Others responsibility**

**i.Demand analysis and Generation of power from this project**

**ii.Type of project**

**iii.Location – Map, project boundary and project site layout**

**iv.Details of alternate site, if any.**

**v.Schematic diagram/flow chart showing project layout, components**

**of projects vi.Availability of water or any other important aspects**

**vii.Site Analysis – Connectivity, Land Form and Land details, Topography of Land, Existing Land use pattern, forest body or water bodies, Existing infrastructure, Soil Classification, Climatic Data from secondary sources, Social Infrastructure available**

**viii.Planning Brief - Planning Concept, Project components and Stakeholder analysis ix.Socio-Environmental Risks**

**x.General Project Timeline**

**xi.Project cost estimate**

**xii.Evacuation Feasibility**

**xiii.Carry out existing ground surveys, Energy yield calculation based on existing plans and components as scheduled xiv.Planned monitoring technology/remote monitoring.**

**xv.Details of permission required and obtaining the same.**

**xvi.Obtaining permission from collector of the district / discom authority.**

**xvii.Obtaining the permission from Electrical Inspector for tentative proposal (feasibility) pre project stage.**

**xviii.Obtaining permission/NOC from pollution control board / NGT.**

**xix.Recommendation on type of power plant (grid connected) including technology for net metering.**

**xx.Analysis of the permits (tariff security/power purchase agreement, building permits, grid connection) from a technical**

**perspective.**

**xxi.The consultant shall provide cost estimates associated with the project including the costs involved as below:**

**xxii.Basis of cost estimates.**

**xxiii.Phasing of expenditure.**

**xxiv.Possible costs and revenues for emission reduction certificates.**

**xxv.Remote Monitoring System, SCADA.**

**xxvi.Operation and maintenance costs.**

**xxvii.Escalation in O&M costs and its basis.**

**xxviii.Replacement cost of specific components during the project life with breakups.**

**xxix.Taxes, duties and levies applied to equipment for solar power projects.**

**xxx.Requirements for the execution of economic and financial analyses.**

**xxxi.Conduct financial analysis and economic analysis of the project.**

**xxxii.Statements concerning captive consumption / grid connection situation (e.g. necessary expansion of the networks, routes of cable lines/lines)**

**xxxiii.The consultant have to prepare of proposal for MNRE/MPNRED as per their specific formats.**

**xxxiv.Recommendation as to technology for net metering, if required.**

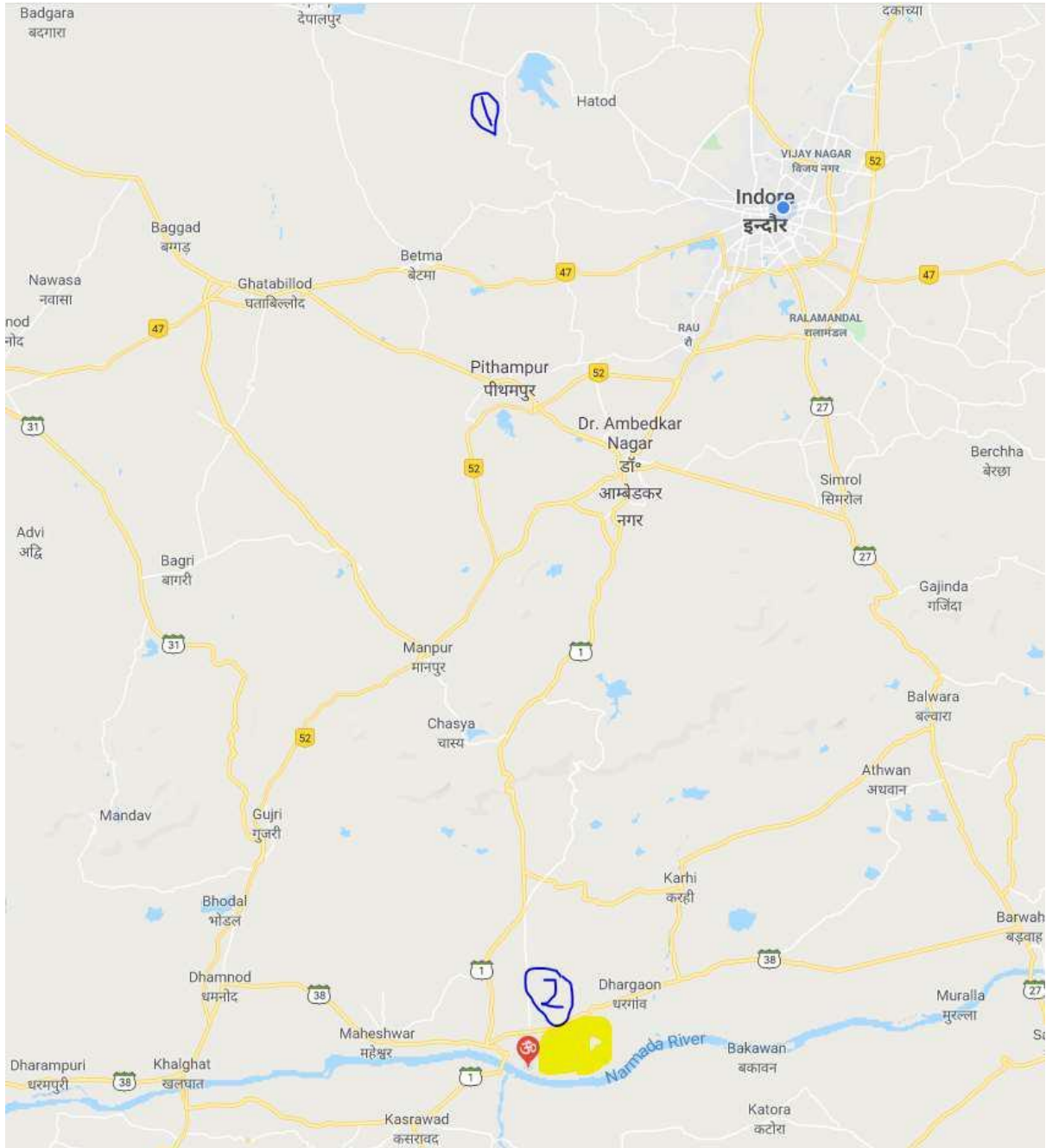
**xxxv.Recommendation as to implementation methodology i.e. EPC, BOT, Annuity etc.**

**xxxvi.Responsibility of Power purchase agreement (PPA) in consultant scope.**

**xxxvii.Draft the all the communication with the government and local bodies.**

**xxxviii.Any fee, duty, charges etc. payable to government body shall be reimburse.**

## Site Location Map



1. **Yashwant Sagar Dam**
2. **Jalud Water Pumping Station**

## Section 4 Bill of Quantities

S. No.	Consultancy services	Bidders Quoted cost
		% of the cost of Solar installation by EPC contractor
1.	Selection of Consultant for 100 MWp Floating /Ground Mounted/ Rooftop Solar PV Power Plants for Indore Smart City Development Limited/ Indore Municipal Corporation at Yashwant Sagar Dam Reservoir, Jalud Water Pumping Station and Various Location.	

**Note:- Where ever the rupees is in tender , should be considered as percentage is in price bid.**



**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 Consultant) hereinafter called "the Consultant" of the other part.

Whereas the Employer is desirous that the Consultant execute \_\_\_\_\_ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Consultant 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 Consultant as hereinafter mentioned, the Consultant 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 Consultant 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. Consultant's Bid
- iii. Condition of Contract: General and Special
- iv. Contract Data
- v. Bid Data
- vi. Bill of Quantities and
- vii. 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 Consultant .....