



## Indore Smart City Development Limited Request for Proposal

**“Construction of Pink Toilet including Operation and Maintenance on Built, Operate and Transfer (BOT) Basis against Advertisement Rights for a license Period of 20 Years.”**

**NIT No: 23/ISCDL/19-20; Date 04.02.2020**

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**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

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

**INDORE SMART CITY DEVELOPMENT LIMITED**

**APPENDIX 2.10**

**TENDER DOCUMENT**

**FOR PERCENTAGE RATE ONLY IN WORKS DEPARTMENT AND OTHER DEPARTMENT**

**NIT No: 23/ISCDL/19-20; Date 04.02.2020**

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

<b>Name of Work</b>	:	<b>“Construction of Pink Toilet including Operation and Maintenance on Built, Operate and Transfer (BOT) Basis against advertisement Rights for a license Period of 20 Years.”</b>
<b>Name of the Contractor</b>	:	
<b>Probable Amount of Contract</b>	:	
<b>(Rs. In Figure)</b>	:	<b>Rs. -</b>
<b>(Rs. In Words)</b>	:	<b>Rs. -</b>
<b>Contract Amount</b>	:	
<b>(Rs. In Figure)</b>	:	_____
<b>(Rs. In Words)</b>	:	_____
<b>Stipulated Period of Completion</b>	:	<b>1 Year Construction + 20 Years O&amp;M</b>

## Tender Document Table of Contents

Section No	Particulars	Details
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 – K	Materials to be issued by department
	Annexure – L	Letter of Acceptance (LOA)
	Annexure – M	Performance Security
Section 3	Table of Clauses	
	Part-I	General Conditions of Contract (GCC)
	Contract Data	
	Annexure – N	Drawings
	Annexure – O	Detail of milestones
	Annexure – P	Compensation of Delay
	Annexure – Q	List of Equipment for Quality Control Lab
	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**

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

S. No.	Name of Work	Cost of Tender Form	Earnest Money Deposit	Completion Period
1.	Construction of Pink Toilet including Operation and Maintenance on Built, Operate and Transfer (BOT) Basis against advertisement Rights for a license Period of 20 Years.	Rs. 25000.00	Rs. 10.0 Lakhs	1 Year Construction + 20 Years O&M

Key Dates: -

S. No.	Description	Date and Time
1.	Last date for Purchase of Tender (Online)	02.03.2020 till 1730 Hrs.
2.	Last date for submission of tender (Online)	03.03.2020 till 1730 Hrs.
3.	Technical bid opening (Online)	03.03.2020 from 1730 Hrs.
4.	Last date for Submission of Hard Copy of Technical Bid	05.03.2020 till 1730 Hrs.
5.	Prebid meeting	18.02.2020 at 1500 Hrs.

Notes: -

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

**Chief Executive Officer**  
**Indore Smart City Development Limited, Indore**

# INDORE SMART CITY DEVELOPMENT LIMITED

## Notice Inviting e-Tenders

**NIT No: 23/ISCDL/19-20; Date 04.02.2020**

Online bids for the following works are invited from registered contractors and firms of repute fulfilling registration criteria and having relevant experience.

S. No.	Name of Work	Cost of Tender Form	Earnest Money Deposit	Completion Period
1.	Construction of Pink Toilet including Operation and Maintenance on Built, Operate and Transfer (BOT) Basis against advertisement Rights for a license Period of 20 Years.	Rs. 25000.00	Rs. 10.0 Lakhs	1 Year Construction + 20 Years O&M

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) The bidder would be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.
  - (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
5. Pre-qualification – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
6. Special Eligibility - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
7. Amendment to NIT, if any, would be published on website only, and not in Newspaper.

Chief Executive Officer  
Indore Smart City Development Ltd., Indore

## INSTRUCTIONS TO BIDDERS (ITB)

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

#### 3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

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

#### 4. ONE BID PER BIDDER

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

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

#### 5. Cost of Bidding

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

#### 6. Site Visit and examination of works

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

### B. BID DOCUMENTS

#### 7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

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

8. The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.

#### 9. Pre-Bid Meeting (where applicable)

Wherever the Bid Data Sheet provides for pre-bid meeting:

- 9.1 Details of venue, date and time would be mentioned in the Bid Data Sheet. Any Change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.

9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.

9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.

9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.

**10. Amendment of Bid Documents**

10.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.

10.2 All amendments shall form part of the Bid Document.

10.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

**C. PREPARATION OF BID**

**11.** The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

**12. DOCUMENTS COMPRISING THE BID**

The bid submitted online by the bidder shall be in the following parts:

Part 1 – This shall be known as **Envelope A** and would apply for all bids. **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- i. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet
- ii. Payment of the cost of Bid Document;
- iii. 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**

- i. The bidder shall have to quote rates in format referred in Bid Data sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words found, higher of the two shall be taken as valid and correct.
- iii. During construction / installation All duties, taxes, other levies, taxes of Central and State Governments and GST payable by the bidder. During paying the fee to ISCDL, Quoted rate shall be excluded all the taxes. Bidder will have to pay all the above taxes (including GST and TDS) extra as applicable along with fee
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

#### **16. PERIOD OF VALIDITY OF BIDS**

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

#### **17. EARNEST MONEY DEPOSIT (EMD)**

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Bid Data Sheet.
- 17.2 The EMD shall be transfer / deposit online using Debit card/ credit card / net banking or system generated challan in favour of name and particulars given in Bid Data sheet.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the Earnest money deposit.

### **D. SUBMISSION OF BID**

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

### **E. OPENING AND EVALUATION OF BID**

#### **19. PROCEDURE**



19.1 Financial bids of only those bidders will be opened whose submissions are found substantially responsive and technically compliant. The time of opening of financial bids shall be informed separately to only the tenderers who have qualified during the technical evaluation stages and bidder(s) can be present to witness opening of financial bids.

Criteria for evaluation: Technical Evaluation of only those bidders who qualify the minimum eligibility criteria as per the relevant clauses of this tender document will be carried out.

Technical Evaluation of Bids (100 marks)

In the first stage, the technical proposal will be evaluated on the basis of documents submitted in support of Bidder's experience. Financial strength, performance, work plan etc. only those applicants whose technical proposal gets a score of 70 marks or more out of 100 shall be shortlisted for opening of their financial proposal.

The scoring criteria to be used for evaluation shall be as follows:

S.No.	Attributes	Evaluation	Maximum Marks	Remarks
1	<b>Minimum Eligibility Criteria- Financial</b>			
i	Average Annual Turnover (Rs.10 crores )		15	Certification of Statutory Auditor
ii	Net Worth (5 crores)		15	
2	<b>Minimum Eligibility Criteria-Technical</b>			
	Successful completion of similar works in :			
i	<i>Successful completion of similar works in 3 Major cities/state capital</i>		10	Experience from Concessioneering Authority in Support of the experience
ii	<i>Successful completion of similar works in More than 3 Major cities/state capital</i>		20	
iii	Experience of involving eco-friendly methods/techniques in the projects (eg. Solar energy/ LED lightening)		5	
iv	Conceptual Designing of the Pink Toilet		5	
v	Construction & maintenance of (Toilets) which includes at least two Pink Toilets. - Two (2) Pink Toilets		10	
vi	Construction & maintenance of (Toilets) which includes at least two Pink Toilets. - More than Two (2) Pink Toilets		20	
	Total		100	

19.2 Financial Evaluation of Bids (100 marks)

Indore Smart City Development Limited shall open financial bids of all bidders who have passed the technical evaluation criteria and have submitted substantially responsive Technical tenders, in the presence of Bidder's representatives who choose to attend at the address, date and time informed /specified by Indore Smart City Development Limited. The financial bids of the bidders shall be opened one by one by reading out the name of the bidders and whether there is a modification; the tender price(s) including any discounts read and any other details as Indore Smart City Development Limited may consider appropriate. Only financial bids discounts read out and recorded during the opening of price tenders shall be considered for evaluation. No tender shall be rejected at the time of opening of price tenders. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

Indore Smart City Development Limited will determine whether the financial proposals are complete, unqualified and unconditional. The highest financial proposal will be given a financial score (SF) of 100 points and the other bidders will get the financial score on pro-rata basis.

19.3 Combined and Final Evaluation:

Proposal will finally be ranked according to their combined technical (ST) and financial (SF) scores are as follows:

S= ST + SF

Overall score

Sl. No.	Bidder	Technical Score	Financial Score	Overall Score
1.				
2.				
3.				
4.				

The selected applicant shall be the first ranked bidder (having the highest combined score). The second ranked bidder shall be kept in serve and may be invited for negotiations in case the first ranked applicant withdraws, or fails to comply with the requirements specified in relevant clauses of this tender document, as the case may be. After selection “Letter of acceptance” will be sent in duplicate to the successful bidder, who will return one copy to the ISCDL duly acknowledged and signed by the authorized signatory, within 15 days of receipt of the same. No correspondence will be entertained by the ISCDL from the unsuccessful Tenderers.

**20. Confidentiality**

20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.

20.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

**F. AWARD OF CONTRACT**

**21. Award of Contract**

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

**22. Performance Security**

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

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

**23. Signing of Contract Agreement**

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

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

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

## 24. CORRUPT PRACTICES

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

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

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

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

**End of ITB**

## BID DATA SHEET

### General

S.N.	Particulars	Data
1	Office inviting Tender	Indore Smart City Development Ltd., Indore
2,3	NIT no. and Date	NIT No: 23/ISCDL/19-20; Date 04.02.2020
4	Bid document download Available from date & time	-
5	Website link	Website- <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 25000.0
	Cost of bid document shall be deposit through Debit card /credit card / net banking or system generated challan	On portal
3	Affidavit format	Annexure B
4	Pre-qualifications required	Yes
	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	<b>“Construction of Pink Toilet including Operation and Maintenance on Built, Operate and Transfer (BOT) Basis against advertisement Rights for a license Period of 20 Years.”</b>
2	Specifications	Annexure E
3	Procedure for participation in e-tendering	Annexure F
4	Whether Joint-venture is allowed	Yes (Maximum 2 partners)
	If yes, requirement for Joint venture	As per ANNEXURE-G
9	Pre-bid meeting to held	Yes
	If Yes, Date, Time & Place	18.02.2020 at 1500 Hrs.
12	Envelope –A containing: i.Registration number or proof of application for registration & organizational details as per Annexure ‘H’ ii.Cost of Bid Document iii.EMD deposit details iv.An affidavit duly notarized as per Annexure –B Should reach in physical form	At the office of Chief Executive Officer Nehru Park, Indore (MP), India Pin 452003

Clause Reference	Particulars	Data
14	Envelope-B Technical Proposal	Annexure-I (Format I-1 to I-5)
	Envelope-C Financial Bid	Annexure – J
15	Materials to be issued by the department	Nil
16	Period of Validity of Bid	120 Days
	Earnest Money Deposit	Rs. 10.0 Lakh
17	The EMD shall be deposit through Debit card /credit card / net banking or system generated challan	On portal
21	Letter of Acceptance (LoA)	Annexure L
	Amount of Performance Security	5% of contract amount
22	Additional Performance Security, if any	Equal percentage /(Amount) below,15% of bid
	Performance security in the format	Annexure M
	Performance security in favour of	Executive Director, ISCDL, Indore
	Performance security valid up to	Till issue of Physical Completion Certificate as per clause 35.1

## Key Dates & Events

S. No.	Description	Date and Time
1.	Last date for Purchase of Tender (Online)	02.03.2020 till 1730 Hrs.
2.	Last date for submission of tender (Online)	03.03.2020 till 1730 Hrs.
3.	Technical bid opening (Online)	03.03.2020 from 1730 Hrs.
4.	Last date for Submission of Hard Copy of Technical Bid	05.03.2020 till 1730 Hrs.
5.	Prebid meeting	18.02.2020 at 1500 Hrs.

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, at least one calendar day before specified start time and date in key dates for opening of technical proposal as per key dates 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 \_\_\_\_\_ (contractor) do solemnly affirm an oath and state that: I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. \_\_\_\_\_ for \_\_\_\_\_ (name of work) dated \_\_\_\_\_ issued by the \_\_\_\_\_ (name of the ULB).

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

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
  - a. Details of EMD deposit/ transfer on portal through Debit card / credit card / net banking or system generated challan as earnest money/ cost of bid document and other relevant documents.
  - b. Information regarding financial qualification and annual turn-over is correct.
  - c. Information regarding various physical qualifications is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name \_\_\_\_\_ Post \_\_\_\_\_ Present Posting \_\_\_\_\_

**Signature with Seal of the Deponent (bidder)**

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

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

**Signature with Seal of the Deponent (bidder)**

(See clause 5 of Section 1 NIT)

**PRE-QUALIFICATIONS CRITERIA**

1. The bidder can be an individual (except minor), a Proprietor, partnership firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956 or a joint venture/consortium of not more than 2 companies. The bidder should be legally competent to enter into contract as per prevailing laws.
2. Average Annual Turnover from advertisement business should be 10 crores for the last 3 years (audited) as certified by statutory auditor.
3. Average Net Worth of the bidder should be at the end of last financial year should be at least 5 crores, as certified by statutory auditor.
4. Bidder company/firm must have 10 years working experience in the advertisement business.
5. Bidder should have a minimum experience of construction/maintenance of 25 Toilets, which includes at least two Pink Toilets and
6. Bidder should have experience of BOT projects in minimum 3 major cities/state capitals
7. The bidder is required to submit an undertaking that they will give full compliance to all parameters of Madhya Pradesh Outdoor Advertisement Media Rules, 2016.
8. In case of consortium, only two members allowed to form the JV/ consortium. The Consortium shall submit a memorandum of understanding which shall clearly state the lead member and the other member. The lead member shall hold a minimum of 51% equity in the consortium. The other member shall hold a minimum equity of 26% in the consortium.
9. Bidder company/Firm should have PF & ESI Registration
10. Bidder should also have one running contract (on BOT basis or otherwise) in any major city in Madhya Pradesh.
11. the firm have the experience of execution of eco-friendly projects.

**Note:**

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



**SPECIAL ELIGIBILITY CRITERIA**

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

**1. MPUADD Specifications for Civil Works**

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

**2. MPPKVCO.LTD SPECIFICATIONS FOR ELECTRICAL WORKS**

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

### **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/MtnTrustline/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 so as to be legally binding on all partners;
  - c. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
  - d. all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
  - e. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
  - f. The joint venture agreement should be registered, so as to be legally valid and binding on all partners; 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,  
Maximum 2 partners allowed in bid

- a. The Lead Partner must meet at least 51% requirement of technical and financial eligibility criteria required for the bid.
  - b. The other partner(s) must meet at least 26% requirement of technical and financial eligibility criteria required for the bid.
  - c. The lead partner and the other partners should together meet 100% of all the eligibility criteria required for the bid.
- 8 For meeting the minimum qualification criteria of experience of similar nature work, every partner can have experience of different works as defined in similar nature works and together should have  
the experience of all types of works described in similar nature works.

**ANNEXURE-H**

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

**ORGANIZATIONAL DETAILS**  
(To be enclosed with technical proposal)

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

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

Signature of Bidder with Seal

Date:

**Annexure – I**

(See clause 14 of Section 2 of ITB)

**Envelope – B, Technical Proposal**

Technical Proposal shall comprise the following documents:

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

Note:

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

**Annexure – I (Format: I – 1)**

(See clause 14 of Section 2 of ITB)

**FINANCIAL & PHYSICAL EXPERIENCE DETAILS**



**Annexure – I (Format: I – 2)**

(See clause 14 of Section 2 of ITB)

**ANNUAL TURN OVER**

**Requirements:**

**Average annual turnover for the similar 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>
Annual Turnover (in INR)			
<b>AVERAGE ANNUAL TURNOVER</b>			
Note: i. Annual turnover of similar works should be certified by chartered accountant. Mandatory Supporting Documents: 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 TECHNICAL PERSONNEL FOR THE KEY POSITIONS**

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

The qualification and experience requirements are as under.

S.N.	Details	Required nos.
1.	Project Engineer/ Billing Engineer with Degree/ Diploma in Civil Engineering having minimum 5 years of relevant experience.	One

**Annexure – I (Format: I - 4)**

(See clause 14 of Section 2 of ITB)

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

**Annexure – I (Format: I - 5)**

(See clause 14 of Section 2 of ITB)

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

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

**NAME OF WORK:** \_\_\_\_\_  
(Name of the work as appearing in the bid for the work)

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

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

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

Note:

- i. *Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.*
- ii. *Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found higher of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. *In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive.*
- iv. During construction / installation All duties, taxes, other levies, taxes of Central and State Governments and GST payable by the bidder.  
During paying the fee to ISCDL, bidder Quoted rate shall be excluded all the taxes. Bidder will have to pay all the above taxes (including GST and TDS) extra as applicable along with fee **Signature of Bidder Name of Bidder**

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

**Signature of Officer by whom accepted**

**MATERIALS TO BE ISSUED BY THE DEPARTMENT**

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

**DELETED**

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

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

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

LETTER OF ACCEPTANCE (LOA)

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

(Name and address of the contractor)

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

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the (Name of 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 Contractor] (Hereinafter called “the Contractor”) has undertaken, in pursuance of Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_ to execute \_\_\_\_\_ [Name of Contract and brief description of works] (herein after called “the Contract”).

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

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

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

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

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

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

Signature, Name and Seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

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

Authority \_\_\_\_\_

Date \_\_\_\_\_

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



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

**Part – I General Conditions of Contract [GCC]**

**Table of Clauses of GCC**

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

## A. General

### 1. DEFINITIONS

- 1.1 **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2 **"Chief Executive Officer"** means the 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 Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5 **"Contract Data Sheet"** means the documents and other information which comprise of the Contract.
- 1.6 **"Contractor"** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7 **"Contractor's bid"** means the completed bid document submitted by the Contractor to the Employer.
- 1.8 **"Contract amount"** means the amount of contract worked out on the basis of accepted bid.
- 1.9 **"Completion of work"** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10 **"Day"** means the calendar day.
- 1.11 **"Defect"** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12 **"Drawings"** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.13 **"Department"** means Indore Smart City Development Limited, Indore as the case may be.
- 1.14 **"Employer"** means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer/Government/Department wherever used denote the Employer.
- 1.15 **"Engineer"** means the person named in contract data sheet.
- 1.16 **"Engineer in charge"** means the person named in the contract data.
- 1.17 **"Equipment"** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18 **"Executive Director"** means the executive director of the Board as appointed under the provision of the article of association;
- 1.19 **"Government"** means Government of Madhya Pradesh.
- 1.20 **"In Writing"** means communicated in written form and delivered against receipt.
- 1.21 **"Material"** means all supplies including consumables used by the Contractor for incorporation in the work.
- 1.22 **"Stipulated date of completion"** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.
- 1.23 **"Specification"** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.24 **"Start Date"** means the date 14 days after the signing of agreement for the work. However, the employer may extend this time limit by another 14 days, as and when required.
- 1.25 **"Sub-Contractor"** means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract.

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

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

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

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

## **2. INTERPRETATIONS AND DOCUMENTS**

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

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

2.2 Documents Forming Part of Contract:

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

## **3. Language and Law**

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

## **4. Communications**

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

## 5. Subcontracting

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

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

## 6. Personnel

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

## 7. Force Majeure

- 7.1 The term "Force Majeure" means an exceptional event or circumstance:
  - a) Which is beyond a party's control,
  - b) Which such party could not reasonably have provided against before entering into the contract,
  - c) Which, having arisen, such party could not reasonably have avoided or overcome, and
  - d) Which is not substantially attributed to the other Party

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

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

months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

## **8. Contractor's Risks**

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

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

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

## **10. Contractor to Construct the Works**

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

## **11. Discoveries**

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

## **12. Dispute Resolution System**

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

## **B. Time Control**

### **13. Programme**

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

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

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

### **15. Compensation for delay**

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

- 15.7 In the event the contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against liquidated damages levied.

#### **16. Contractor's quoted percentage**

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

### **C. Quality Control**

#### **17. Tests**

17.1 The Contractor shall be responsible for:

- a. Carrying out the tests prescribed in specifications, and
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

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

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

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

#### **18. Correction of Defects noticed during the Defect Liability Period**

18.1 The defect liability period of work in the contract shall be the Contract Data

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

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

### **D. Cost Control**

#### **19. Variations - Change in original Specifications, Designs, Drawings etc.**

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

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

#### **20. Extra items**

20.1 All such items which are not in the priced BOQ and UADD SOR VOL-I TO IV shall be treated as extra items and it will be paid as per approved rate analysis without any percentage.

## **21. Payments for Variations and/ or Extra Quantities**

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

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

## **22. No compensation for alterations in or restriction of work to be carried out.**

22.1 If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer in charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.

22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.

22.3 The Engineer in charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

## **23. No Interest Payable**

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

## **24. Recovery from Contractors**

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

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



## **25. Tax**

25.1 During construction / installation All duties, taxes, other levies, taxes of Central and State Governments and GST payable by the bidder.

During paying the fee to ISCDL, Quoted rate shall be excluded all the taxes. Bidder will have to pay all the above taxes (including GST and TDS) extra as applicable along with fee.

25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor. Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

## **26. Check Measurements**

26.1 The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.

26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.

26.3 Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

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

27.1 If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

27.2 The Engineer in charge shall be entitled to terminate the contract if the Contractor

- a. Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
- b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
- d. the Contractor does not maintain a valid instrument of financial Security, as prescribed;
- e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
- g. if the Contractor, in judgment of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
- h. Any other fundamental breaches as specified in the Contract Data.

27.3 In any of these events or circumstances, the engineer in charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 27.2, the Engineer in charge may terminate the contract immediately.

27.4 Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

## **28. Payment upon Termination**

28.1 If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less advance payments and penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-charge and shall be final and binding on both the parties.

28.2 Payment on termination under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

28.3 If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 24 above.

## **29. Performance Security**

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

## **30. Security Deposit**

30.1 Security deposit shall be deducted from each running bill at the rate as specified in the contract data. The total amount of security deposit so deducted shall not exceed the percentage of contract price specified in the Contract data.

30.2 The Security may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3(three) months beyond the completion of defect Liability Period/ Extended Defect Liability Period.

30.3 Security deposit will be refunded after defect liability period.

## **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 contractor shall not be entitled any benefit arising from the price adjustment clause for
4. extension in the contract period reasons attributed to the contractor. 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 contractor 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 Contractor.

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

- 32.1 Payment of advances shall be applicable if provided in Contract Data.
- 32.2 If applicable, the Engineer bearing advance payment to the contractor of the against provision by the contractor of an unconditional Bank in nationalized/Scheduled banks, in the name as stated in the in the advance payment. The Guarantee shall remain effective been repaid, but the amount of the guarantee shall be progressively repaid by the contractor.
- 32.3 The rate of interest shall be as per Contract data.
- 32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of new construction machinery.
- 32.5 The advance shall be recovered as stated in the Contract data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

### **33. Secured Advance**

- 33.1 Payment of secured advance shall be applicable if provided in Contract data.
- 33.2 If applicable, the Engineer 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 contractor.
- 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 contractor will be as follows for construction work:

- a. The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- b. The engineer shall check the Contractor's monthly statement and certify the amount to be paid to the contractor.
- c. The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer in charge.
- d. The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
- e. The value of work executed shall also include the valuation of variations and compensation events.
- f. All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- g. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- h. Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.

- i. Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- j. The payment of final bill shall be governed by the provisions of clause 36 of GCC.

## **E. Finishing the Contract**

### **35. Completion Certificate**

- 35.1 A completion certificate in the prescribed format in Contract data shall be issued by the Engineer in charge after physical completion of the work.
- 35.2 After final payment to the contractor, a final completion certificate in the prescribed format in the contract data shall be issued by the Engineer in charge.

### **36. Final Account**

- 36.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the competent authority as defined in the Contract data, who shall decide on the amount payable to the contractor after hearing the Contractor and the Engineer in Charge.
- 36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days. 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 Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 38.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

### **39. COMPLIANCE WITH LABOUR REGULATIONS**

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

#### **40. Audit and Technical examination**

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

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

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

#### **42. Jurisdiction**

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

**[End of GCC]**

### CONTRACT DATA SHEET

Clause Reference	Particulars	Data
1.14	Employer	Indore Smart City Development Limited, Indore
1.15	Engineer	Engineer as notified by employer
1.16	Engineer In Charge	Executive Engineer of ISCDL
1.22	Stipulated period of completion	1 Year Construction + 20 Years O&M
3	Language & Law of Contract	English and Indian Contract Act 1872
4	Address & contact details of the Contractor	As per "Annexure – H"
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	-
5	Subcontracting permitted for contract value	Not permitted
6	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical personal not employed	Rs.25,000/- per month
10	Specifications	As per "Annexure – E"
	Drawings	As per "Annexure – N"
12	Competent authority for deciding dispute under Dispute resolution system	Chief Executive Office, ISCDL, Indore
	Appellate Authority for deciding dispute under Dispute resolution system	Executive Director, ISCDL, Indore
13	Period of submission of updated construction program	-
14	Competent authority for granting time permission	Executive Director, ISCDL, Indore
15	Milestones laid down for the contract	Yes
	If yes, details of milestone	As per "Annexure O"
	Liquidated damages	As per "Annexure P"
17	List of equipment for lab	-
	Time to establish	-
	Penalty for not establishing lab	-
18	Defects Liability Period for all work	1 Years after Handing over
21	Competent authority for determining the rate	Executive Director, ISCDL, Indore
27	Any other condition for breach of contract	-
28	Penalty	Penalty shall be recovered from a. Security deposit as per clause 30 of General Conditions of Contract; and b. Liquidated damages imposed as per clause 15 from performance security (Guarantee) including additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher.

Clause Reference	Particulars	Data
29	Performance guarantee (Security) shall be valid up to	Till completion of physical period as per Clause 35.1.
30	Security deposit to be deducted from each running bill	At the rate of 5%
	Maximum limit of deduction of Security Deposit	5% of final contract amount
31	Price adjustment formula and procedure to calculate	Not Applicable
31.1 (1)	Price adjustment shall be applicable	Not Applicable
32	32.1 Mobilization and Construction Machinery Advance applicable	No Mobilization Advance and Construction Machinery Advance payable
	32.2 If yes, unconditional Bank Guarantee	-
	32.3 If Yes Rate of Interest	-
	32.4 If Yes, Type and Amount that can be paid	-
	32.5 If Yes, Recovery of Payment	-
33	33.1 Secured Advance Payable	No Secured Advance Payable
	33.2 If Yes, Amount of Secured Advance	-
	33.3 If Yes, Conditions for Secured Advance	-
	33.4 If Yes, Recovery of Secured Advance	-
35	Completion Certificate – after physical completion of work	As per Annexure – U
	Final Completion Certificate – after final payment on completion of the work.	As per Annexure – V
39	Salient features of some of the major labour laws that are applicable	As per Annexure – W

(See clause 10 of Section 3 of GCC)

**DRAWING**



(See clause 13 of Section 3 of GCC)

**DETAILS OF MILESTONE  
For construction**

25 % of work completed within 3 months  
50 % of work completed within 6 months  
75 % of work completed within 9 months  
100 % of work completed within 12 months

### **COMPENSATION FOR DELAY**

If the contractor fails to achieve the milestones, and the delay in execution of work is attributable to the contractor, the Employer shall retain an amount from the sums payable and due to the contractor 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 Contractor 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 Contractor for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to maximum of 10% of contract price.

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

**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 AND CONSTRUCTION MACHINERY ADVANCE**

(Not Applicable)

**BANK GUARANTEE FORM FOR SECURED ADVANCE**

(Not Applicable)

**Physical Completion Certificate**

Name of Work:

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Agreement No. \_\_\_\_\_ Date \_\_\_\_\_

Amount of Contract Rs \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Used MB No.: \_\_\_\_\_

Last measurement recorded

a. Page No. & MB No.: \_\_\_\_\_

b. Date: \_\_\_\_\_

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

Date of issue

Engineer

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**Final Completion Certificate**

Name of Work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Agreement No. \_\_\_\_\_ Date: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Used MB No. \_\_\_\_\_

Last Measurement recorded

a. Page No. & MB No. \_\_\_\_\_

b. Date \_\_\_\_\_

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

Agreement amount Rs. \_\_\_\_\_

Final amount paid to contractor Rs. \_\_\_\_\_

**Incumbency of officers for the work**

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

Date of Issue: \_\_\_\_\_

Engineer in Charge \_\_\_\_\_

Indore Smart City Development Limited, Indore



**Salient Features of Some Major Labour Laws Applicable**

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

- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations 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

The Contractor shall:

- (a) comply with all applicable safety regulations,
- (b) take care for the safety of all persons entitled to be on the Site,
- (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to the persons.
- (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over and
- (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and workers.
- (f) The Contractor has to ensure that the waterproofing works included in this contract were installed in strict accordance with all requirements of the plans and specifications and in accordance with manufacturer's instructions for application.
- (g) The site shall have to be sprinkled with water so that dust settles down. Dust control sprinkling shall have to be done several times a day during hot, dry weather depending on the site requirement.
- (h) Contractor shall ensure safe workplace and shall install safety signs.
- (i) Quantity of any item can be increased or decreased as per requirement of site.
- (j) SS 304 grade stainless steel will be preferably mirror finish unless it is approved for matt finish at certain places

#### **Other special conditions**

1. The Size of PINK TOILET shall be as per the land provided by ISCDL. The advertisement space shall be allowed to install on the roof top of pink toilet. The size of the advertisement space will be **as per site conditions**.
2. The tentative location, architectural view & basic amenities required for each PINK TOILET is attached but actual location & architectural drawings shall be got approved from ISCDL before submitting structural drawings.
3. The structural drawings shall be submitted duly vetted by IIT Delhi or Maulana Azad National Institute of Technology, Bhopal or an equivalent/recognized approved institution, to ISCDL for approval before taking the work in hand.
4. Licensee shall obtain the electric connection for the load required at site at his own cost for all electricity consumption.
5. While installing the structure or during the contract period, the advertiser/ licensee shall not cause any damage to any street furniture/pavement of the street, in any manner whatsoever, and shall strictly abide by the guidelines contained in the Madhya Pradesh Outdoor Advertisement Rules, 2016
6. The PINK TOILET shall be structurally sound and maintained in good and properly secured condition.
7. The timings of operation of Pink Toilets will be 7 AM to 11 PM.
8. The licensee shall provide a Woman guard at each site of the Pink Toilet.  
The licensee shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the PINK TOILET and the consequential claim or claims shall be borne by the licensee who will also indemnify and safeguard the ISCDL in respect of any such claim or claims.
9. The licensee shall provide a Woman guard at each site of the Pink Toilet.  
The licensee shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the PINK TOILET and the consequential claim or claims shall be borne by the licensee who will also indemnify and safeguard the ISCDL in respect of any such claim or claims.
10. Assets to become property of ISCDL Upon premature termination:  
All PINK TOILETs and their fixing arrangement and other infrastructure will become the property of ISCDL. Licensee is required to hand over all such facilities to ISCDL in working condition. The licensee shall not tamper with the same or change their configuration. In case of failure ISCDL reserves the right to seek exemplary damages and indemnification.

If the LICENSEE fails to do so within a grace period of 30 days from the date of premature termination, because of any reason, of the License Agreement, the Licensee shall be deemed to be an unauthorized / illegal occupant of the said sites and will be liable to pay a penalty at a rate of twice the prevailing license fee for the entire period of such occupation. The security deposit of the licensee will stand forfeited in favour of ISCDL.

### **(Special condition Electrical Work)**

#### **The contractor's scope of work will be as follows:**

1. Installation of decorative LED lighting fixtures on proper height and angle to achieve the designed and programmed theme.
2. Installation of incoming cable and auto ON/OFF durable and weather proof switching panel on proper self-standing durable MS stand.
3. All light fixtures should be finalized after Demo and approval by the Electrical Engineering in charge.
4. FAT is must before dispatch of light fixture at the contractor's cost.
5. Installation of armored cable for circuits of lighting. The cables to be installed in heavy duty HDPE pipes with proper clamps on corners of walls, floor or underground as per site conditions.
6. Earthing of panel and fixtures.
7. Quantity may vary as per site condition and may be utilize at another suitable site.
8. If some fixtures/pipe/ junction boxes are required to installed on the building, then these has to be installed with minimum possible holes and without causing and damage to the building in such a way that there is no objection by archeological department. All chipping/ digging/ excavation to be properly repaired and restored to the original condition.
9. In order to avoid damage to the building weather proof board must be first pasted on building with suitable adhesive and on this board pipe or fixture may be fixed with screw.
10. The lighting fixtures installed on the heritage building should be hidden in such a way that they are not easily visible.
11. All installation to be done in such a way that items installed may not be easily removed for theft.
12. The entire installation and items supplied shall be guaranteed against any defect and damage for the period of **twenty** years from the date of charging at cost and risk of contractor.
13. The contractor shall be responsible for operation and maintenance (O&M) of the installation done under this project for the period of **twenty years** from date of charging.
14. During **twenty** years O&M period contractor has to promptly repair or replace any faulty item to ensure uninterrupted working of the items installed by him.
15. All items in the schedule of quantities are inclusive of supply and installation of all clamps, brackets, mounting accessories, hardware, or whatever device, piece of wire, connector as required etc. without any extra cost.
16. The lighting fixtures should be installed in such away that they should not cause any glare on the visitor's eyes.
17. The contractor has to install and use necessary mounting, fixing arrangement, a accessories, hardware etc. required to finish the work of decorative façade lighting of Heritage building in totality. No extra cost will be paid for such minor items.

#### **Special Conditions of Contract [SCC] for Electrical Works:**

1. All works shall be carried out in strict accordance to the norms, procedure and specifications issued and enforced by BIS in Relevant Indian Standard specifications and code of Practices with up to date amendments and revisions, latest edition of National building code and National electric code. In addition, the installation shall comply in all respects with the requirements of Indian. Electricity Act 2003 and Indian Electricity Rule

1956 with up to date amendments and revisions and special requirements if any of the M.P. State Electricity Board or Chief Electrical Advisor to Government of Madhya Pradesh cum Chief Electrical Inspector and his subordinate office.

2. The contractor shall make his own arrangements for supply of water and electricity at his expense required for execution of work. The ISCDL shall neither make any such arrangements nor shall make any payments in this regard.
3. The contractor has to construct at his own cost his site office and store at site on a suitable place and location as permitted by ISCDL. The ISCDL shall not provide any place for storage of equipment required for work. No amount shall be paid to the contractor in this regard.
4. Proper upkeep and maintenance and safety of store and stocks of materials brought at site shall be the sole responsibility of the contractor. The materials got damaged due to negligence of its up keeping at site or due to mishandling shall have to be replaced by the contractor at his own cost. On discovery of such damages the ISCDL shall recover the amount paid through the running bills to the contractor and shall only be reimbursed after the replacement of the same. The ISCDL shall also not be responsible for theft of materials from site and the contractor has to replace all such materials at his own cost. No compensation whatsoever shall be payable to the contractor on above grounds.
5. Contractor shall be responsible for getting his installation inspected from Electrical Inspector, M.P. Govt. and he has to get NOC from electrical inspector for charging the system.
6. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencement or execution for work whatever the cause of delay may be including delay arising out of other materials, supply of materials, transportation for any matter related with MPPKVV Co. Ltd. & Electrical Safety Department or any other reasons whatsoever, the ISCDL shall not be liable for any claim in respect thereof.

The consultant appointed by ISCDL is authorized for following:

- a) To visit the site from time to time to inspect the quality of work.
  - b) To issue working drawings with specifications to the contractor.
  - c) Technically guide the contractor if required.
  - d) To accompany ISCDL officials for factory inspections of material if required.
7. The entire installation and items supplied shall be guaranteed against any defect and damage for the period of **twenty** years from the date of charging at cost and risk of contractor.
  8. The contractor shall be responsible for **maintenance (O&M)** of the installation done under this project for the **period of twenty years** from date of charging.
  9. During **twenty** years O&M period contractor has to promptly repair or replace any faulty item to ensure uninterrupted working of the items installed by him.
  10. All items in the schedule of quantities are inclusive of supply and installation of all clamps, brackets, mounting accessories, hardware etc without any extra cost.
  11. Operation and maintenance of the items installed by the contractor at site shall be responsibility of contractor at his cost and risk for the entire execution period and during **twenty** years O&M period. The contractor shall

have to get insured all material installed by him against any damage, accident. However, in case of theft contractor shall be responsible for prompt filing of FIR with police under coordination with ISCDL.

12. The contractor shall be responsible for the safety of his labour and other engineers, staff deputed by him and any citizen at site at his cost and risk. The contractor shall have to get insured all of his labor, engineers and other staff, third party against any accident, injury or death. ISCDL shall not be responsible for any accident, loss, injury or death of any contractor's or third-party person whatsoever.
13. To ensure the insurance of entire lighting system, Engineers, staff, labour, workmen all which are involved in the work on his own cost.
14. The contractor shall be responsible for all compensation / liability due to any injury or death of any personnel while performing duties related to the work under this contract. ISCDL shall not be responsible in any such case and shall not be liable for any compensation in this regard.
15. All workmen, staff and engineers of contractor shall ensure that all installation, operation and maintenance activities are carried out with full safety and by using all safety aids like helmets, gloves, earthing devices, testing gadgets. All electrical safety rules and regulations as per Indian Electricity act, MP Government electric supply code and regulations, statutory inspection by electrical inspector etc. must be followed by the contractor during the contract period.
16. The contractor must ensure that electrical earthing shall be provided as per rules and IS codes in entire lighting system to ensure human and equipment safety.
17. **UPS and Inverter** The contractor shall be responsible for performance and maintenance of work carried out by him for a period of **twenty** years from the actual date of charging. During the performance and maintenance period of **twenty** years, if any damage/ failure occurs due to any reason whatsoever the contractor will have to repair/ change whatever needed as per site conditions at his own cost to the normal operation of UPS AND inverter
18. **Fault Rectification:** The contractor shall have to rectify the fault in the lighting system promptly within a specified time after receipt of complaint in any form like verbal by the concerned ISCDL authority. The specified time line for fault rectification of various types of faults are as mentioned below:
  - Faulty lighting fixture: 48 hrs.
  - Faulty lighting control Panel: 24 hrs.
  - Fault in cable, wire, circuit: 24 hrs.

#### **PENALTIES:**

If the contractor fails to deliver the desired results in the installed lighting system as per the tender guidelines following penalties shall be applicable for noncompliance:

- i. If any lighting fixture is not in "ON" condition when required as per programmed timing for more than 48 hrs of receipt of complaint, penalty of Rs. 200/- per day per fixture shall be applicable on the contractor. The maximum penalty for any fixture shall be Rs. 5000/- in a month.
- ii. If any lighting control panel is not in working condition for more than 24 hrs of receipt of complaint, penalty of Rs. 1000/- per day per panel shall be applicable on the contractor. The maximum penalty for any panel shall be Rs. 30000/- in a month .

If contractor fails to rectify after expiry of the period as mentioned above, ISCDL shall have right to get the faulty item rectified or replaced by any agency.

#### **TECHNICAL SPECIFICATIONS AND APPROVED MAKES:**

If any item is executed other than the above BOQ items, then it will be paid as per MPUADD SOR w.e.f Dt: 10-05-2012 including tendered percentage rate (Above/Below). If that item is not in MP UADD SOR and MPPWD SOR then item will be paid as per the market rate and rate analysis (without tender percentage rate) upon approval of the competent authority of ISCDL

#### **APPROVED MAKES:**

1. LED lighting fixtures..... Havells/ Jaguar / Philips / Wipro/Bajaj
2. Wire / Cables ..... Polycab / Finolex / Havells / RR
3. Switchgear, timer, contactor etc..... L&T/ ABB/Siemens / Schneider MG / Legrand/ havells
4. Any other Electrical material /lighting make approved by Electrical Engineering In charge may be accepted after Demo at site.
5. DG Set make- Cummins/Kirloskar/ Greaves.

#### **Other definitions**

#### **INTRODUCTION**

Govt. of Madhya Pradesh has framed Madhya Pradesh Outdoor Advertisement Media Rules, 2016 in the year 2016. Indore Smart City Development Limited , Indore has decided to float a tender for the construction of 25 Pink Toilets on BOT basis against advertisement rights, at various locations mentioned in tender document

#### **SCOPE OF WORK**

The licensee shall construct the PINK TOILETs as per prescribed specifications on BOT basis & maintenance of the same as per norms during the period of contract against advertisement rights.

#### **Duration:**

License period shall be for 20 years from the date of signing of agreement irrespective of when the successful bidder is able to actually construct the PINK TOILETs at any of the sites.

#### **1.0 EXECUTION OF LICENSE AGREEMENT**

1.1 The successful bidder is required to sign the License Agreement within 30 days of conveying their unconditional acceptance of the LOA to ISCDL in writing. But prior to signing of the Agreement, the Bidder must satisfy the following conditions, ISCDL shall not execute the License Agreement until these conditions have been satisfied.

- i) The Bidder has submitted the requisite Performance Security to ISCDL.
- ii) The Bidder has submitted certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of this Agreement to ISCDL before the signing of this License Agreement.

1.2 Failure to meet these conditions will result in a breach and ISCDL shall be entitled to cancel the award without being liable in any manner whatsoever to the Bidder and to forfeit the EMD and any other amount deposited till that time as Damages.

1.3 The cost of stamp duty for execution of License Agreement, registration charges and any other related Legal Documentation charges and incidental charges will be borne by the successful bidder.

1.4 In case of failure to sign the License Agreement within the stipulated time, ISCDL shall retain the right to cancel the Award and forfeit the bidders EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Bidder.

## 2.0 Penalty:

The following are the penalties against the defaults shall be levied by the concessioner against the Defaults:

Failure to construction & Operationalize the toilet within 1 year of handing over the site.	Security Deposit shall be invoked
Failure to maintain sanitation & Cleanliness/ un hygienic condition in toilet/ failure to dispose the water/ littering in or around the toilet.	Rs 5000 per day for each location
Closure of a toilet for any reasons (or non-operational toilet) (excepting case of major repair/renovation shall into exceed in 7 days.	One-month Rs.5000/ for each toilet
Non-maintenance of operational timings	Rs. 1000/- per day for each toilet
Non availability of woman security Guard	Rs. 1000/- per day for each toilet
Violation of Advertisement policies	Cancellation of license for the site, take over the structure.
Exceeding Advertisement are limit	After 3 incidents the contract will be terminate.
Subletting any part of contract without approval of occasioning authority	Contract shall be terminated.
Non availability of water	Rs 1000/- per days per Toilet
Non availability of electricity	Rs 1000/- per days per Toilet
Construction not as per the approvals	Rs 1.0 lacs for toilet
Failure to conduct thorough maintenance of toilet as per schedule and as per specified RFP.	Rs 1000/- per incidence.
Failure to keep the site clean:	A part from the penalty prescribed, the nodal office shall have the right to get this work done at the cost of the concessioner either department ally or through any other agency

Licensee will be penalized up to Rs.10, 000/- per offence by ISCDL in addition to any other criminal liability under any law of Govt. of India or Govt. of M.P. on the following offense:

- Late payment of ISCDL dues including interest accrued due to late payment. The licensee must deposit license fees of the half yearly in advance by the due date. No excuse of non/late receipt of bill/invoice will be entertained as the payment schedule is clearly mentioned in the contract.



- Not following the instructions of the ISCDL regarding Advertisements even after 1 day from the date of issue of notice.
- Any staff of the licensee found creating nuisance on duty
- Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
- Improper maintenance defacement of the advertisement, Hanging of wires etc.
- Dishonor of Cheques given by Licensee in favour of Executive Director, ISCDL.
- Misbehavior with staff of ISCDL.
- Not following safety and security norms as may be indicated by authorized representative of ISCDL.
- Not following instructions issued by ISCDL from time to time and other violations of the contract agreement.

### **3.0 Deduction of Dues:**

ISCDL reserves the right for deduction of ISCDL dues from Licensee's security amount on the following grounds:

- a) Any amount imposed as a fine by ISCDL for irregularities Committed by the Licensee.
- b) Any amount which ISCDL becomes liable to the Government /Third party on behalf of any default of the Licensee or any of his/her/their servant/agent/ employees or staff.
- c) Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- d) Any other outstanding amount.

Once the amount under this clause is debited, the Licensee shall reimburse the security deposit to the extent the amount is debited within 15 days of such debit by ISCDL (Licensor) failing which it will be treated as breach of agreement and may lead to forfeiture of all amounts including interest free security deposit in favour of ISCDL.

### **4.0 Joint Inspection:**

Periodical joint inspections will be conducted by ISCDL with the Licensee and in case of any discrepancy or beaches of instructions issued by ISCDL, the ISCDL reserves the right to impose fine of Rs.10, 000/- (Rs. Ten thousand only) per irregularity.

### **5.0 Repeated visualization to result in cancelation:**

For repeated violation of instructions, breach of agreement, ISCDL has the right to cancel the agreement at the risk and cost of the Licensee, including forfeiture of interest free Security deposit.

### **6.0 Power to waive fines:**

The power to waive fines and penalty vests with Executive Director, ISCDL or his authorized representative.

### **7.0 License to be non-transferable:**

The license for Advertising rights is not transferable.

### **8.0 Compliance of statutory /labour laws: -**

The Licensee shall comply with all the provisions of statutory laws, Labor Laws regulation in force including but not limited to the Contract Labor (Regulation & Abolition) Act, 1976, any subsequent amendment thereof and the rules made there under. Licensee will indemnify the ISCDL for any loss and damages suffered due to violation of its provision.

The Licensee shall bear the service tax as may be applicable from time to time.

### **9.0 All other laws to be applicable:**

The Licensee shall comply with all applicable laws of land, including Pollution Control Board guidelines and ISCDL can't be held liable for any change/modification in these laws which adversely affect this tender. No claim or compensation on this account will be entertained.

### **10.0 Selection of Advertisements:**

The Licensee shall take into account the following aspects while selecting advertisements for the licensed PINK TOILETS:

1. The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
2. The advertisement will have no objectionable and indecent portrays of people, products or any items. The advertisements should not hurt the sentiments of any group or groups of the society.
3. Political advertisements are allowed only after prior approval of ISCDL.

The use of ISCDL's name, logo or title without the licensor's prior permission is strictly

prohibited. No co-branding with the Licensor is allowed, without prior permission.

#### **11.0 Indemnification of ISCDL against loose/damages:**

Fixing arrangements should be such that these should not damage the structures. Any loss or damage caused due to this to any men's property or life, the licensee will be solely responsible and liable to fine/penalty as per actual. The licensee must take third party insurance cover, the licensee agrees and undertakes to indemnify and hold the ISCDL (licensor) harmless against any and all liabilities, Losses, damage, claims, expenses suffered by the ISCDL (licensor) as a result of not taking such insurance cover by the licensee. The licensee shall also strictly abide by any safety guidelines as may be issued by ISCDL from time to time.

#### **12.0 Prior approval of ISCDL before fixing:**

The fixing structures of PINK TOILETs and the advertisements their on be placed should have the prior approval from ISCDL at all times before fixing /placing these at the approved sites by the licensee.

#### **13.0 Some reserved Rights:**

- a.) I/we understand, comprehend and also agrees that ISCDL reserves the right to issue changes, modifications to the terms and conditions, revise the document altogether or even cancel or put on hold the tender process by open announcement before the date and time of submission of the tender. I/we agree voluntarily not to contest this issue or seek any claim or compensation on this account.
- b.) Licensee shall comply with and abide by the judgments passed from time to time by Hon. Supreme Court/High Court or any other judicial/quasi-judicial body of the country.
- c.) I/we shall not ask for any claim or seek any compensation from ISCDL if any advertisement spaces are not permitted due to any restrictions imposed permanent/temporary by the court or civil authorities. In such cases licensee may seek for alternative bare spaces in confirmation with any restrictions imposed permanent/temporary by the court or civil authorities.

#### **14.0 SURRENDER/TERMINATION OF LICENSE:**

If the licensee wants to surrender the contract he will be allowed to do so after giving 3 (three) months' notice. ISCDL reserves the right to terminate the contract/license by giving three months' notice for termination. In both the situations the performance security of the licensee will stand forfeited. The unused license fee for the rest of year will also not be refunded. Part surrender or termination of license will not be accepted and termination will be considered for the full license. On termination by ISCDL or surrender by licensee, all the advertisement media and structure will automatically become the property of ISCDL.

#### **15.0 SUBLETTING OF RIGHTS**

NO.

#### **16.0 Force Majeure**

Neither ISCDL nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, Any of the following events resulting in material adverse effects shall constitute a Force Majeure Event

- a. Earthquake, flood, inundation, landslide;
- b. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c. Fire caused by reasons not attributable to the Licensee;
- d. Acts of terrorism; and
- e. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- f. Strikes or boycotts, other than those involving the Licensee, its contractors or their employees, agents, etc.; and

g. Any other similar things beyond the control of the Party **except Court Order/Judgment**. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, though not being obliged to terminate this agreement by giving a notice of one week to the other party. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, either party may be entitled to, though not being obliged to terminate this agreement by giving written notice to such effect

**17.0 Assets to become property of ISCDL upon completion:** At the expiry of tenure of 20 years all PINK TOILETs and their fixing arrangement along with other infrastructure will become the property of ISCDL. Licensee is required to hand over all such facilities to ISCDL in working condition. The licensee shall not tamper with the same or change their configuration. If the PINK TOILETs are not handed over in working condition as required under this agreement, ISCDL reserves the right to seek exemplary damages and indemnification.

If the LICENSEE fails to do so within a grace period of 30 days from the date of **Natural Completion**, because of any reason, of the License Agreement, the Licensee shall be deemed to be an unauthorized / illegal occupant of the said sites and will be liable to pay a penalty **at a rate of twice the prevailing license fee** for the entire period of such occupation. The security deposit of the licensee will release after adjustment of any kind of dues. Upon Natural completion display of advertisement must be stopped immediately.

**18.0 Assets to become property of ISCDL Upon premature termination:** All PINK TOILETs and their fixing arrangement and other infrastructure will become the property of ISCDL. Licensee is required to hand over all such facilities to ISCDL in working condition. The licensee shall not tamper with the same or change their configuration. In case of failure ISCDL reserves the right to seek exemplary damages and indemnification.

If the LICENSEE fails to do so within a grace period of 30 days from the date of **premature termination**, because of any reason, of the License Agreement, the Licensee shall be deemed to be an unauthorized / illegal occupant of the said sites and will be liable to pay a penalty **at a rate of twice the prevailing license fee** for the entire period of such occupation. The security deposit of the licensee will stand forfeited in favour of ISCDL.

**19.0 Notices**

That any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice. All activities including day to day management, billing, etc. will be carried out from the office of the ISCDL or by his duly authorized representative. Notice shall be addressed as follows: If to ISCDL at: **Executive Director, Indore Smart City Development Limited, Nehru Park, Indore-452003, INDIA**

If to the LICENSEE at: **Address given by licensee in tender document.**

**DESCRIPTION OF SITES**

The Tentative site locations are as follows:

S.No.	Location	Nos
1	Bhawar Kuan	1
2	Vijay Nagar near Crossing	1
3	Plassia Square near NEON sign of I Love Indore	1
4	Near C-21 Mall, AB Road	1
5	City Centre Parking (M.G. Road)	1
6	GDC College Opposite Collector Office	1
7	Mhow Naka Square	1
8	Bada Ganpati Square (Govt. Girls College)	1
9	B.S.F. Airport Road turn Opposite Aerodrum Thana	1

10	Airport Road towards Super Corridor Green Belt	1
11	Super Corridor towards Airport near TCS Office	1
12	Super Corridor towards city near Symbiosis	1
13	Morya Square towards Airport to City	1
14	Meghdoot Garden Green Belt	1
15	Shalimar Township	1
16	Opposite West Side BRTS Rasoma Square	1
17	Shopping Complex Opposite Bhaskar	1
18	Aasharsh Road	1
19	AICTSL Office Complex	1
20	Near Radisson Crossing	1
21	Bombay Hospital Green Belt	1
22	Near Zoo BRTS	1
23	56 Dukan M.G. Road	1
24	In front of Mangal City	1
25	RNT Marg Near Apsara Hotel	1
	<b>Total</b>	<b>25</b>

#### Scope of work – ISCDL

1. Provide the locations.
2. Provide required land for construction of PINK TOILETs to the licensee.
3. Approval of the drawing within 15 days of the submission.
4. The ISCDL reserves the right of termination of the agreement for any breach of the terms and conditions after providing due opportunity of hearing to the licensee.
5. In case ISCDL use the advertisement space for them on campaign in that case ISCDL will pay/adjust from the licenses fees at the approved rate of Madhya Pradesh Government approved rates

#### Scope of work- Contractor

1. Provide the conceptual drawing, design including architectural detailed, structural design calculation & drawings along with other relevant information pertaining to the framed/built-up structure ISCDL shall approve the same
2. Operation and maintenance of pink toilet.
3. Arrangement of electricity connection.
4. Pay the electricity bill monthly.
5. Filling the required water every day for toilet use.
6. Pay the water bill monthly.
7. Periodic cleaning of fixtures & general maintenance shall be undertaken.
8. paint the frames structures wherever required with synthetic enamel paint of approved colour once in a year or earlier as required.
9. Provide PINK TOILETs as per size and specifications approved by the ISCDL.
10. Use the available area of PINK TOILETs for display of advertisement of its sponsored clients.
11. Contractor shall maintain all civil elements of PINK TOILETs during the concession period and there after the same shall be handed-over to the ISCDL free of cost. If bidder shall Not maintenance of installation up to technically sound levels in that case ISCDL can issue notice to the bidder to maintain up to mark under intimation to ISCDL for their satisfaction.
12. The period of completion of work shall be 12 months from the date of issue of work order
13. Licensee at his own level shall obtain permission/NOC required for the execution of work from other civic authority. However, ISCDL shall assist the licensee in getting the same.
14. The licensee shall have to guarantee against closure of the project due to his fault due to bankruptcy or for any other reasons and in such an event, no compensation shall be payable and the ISCDL, Indore shall be entitled to take over the charge of the project in whatever stage is, without any payment being made whatsoever and to get the project completed in whatever manner it deems fit.
15. Any damage to the footpath, tiles, kerb, central verge of any ancillary structures during installation/ construction/ maintenance of the PINK TOILET including supporting structure shall be made good by the licensee at its own cost.
16. The licensee shall take all precautions to avoid any accident during construction of the installation of PINK TOILETs. If any accident occurs during the construction of PINK TOILETs structure, the company shall be directly responsible for the damages or any other consequences whatsoever
17. A proper arrangement shall be made by the licensee to avoid any hindrance to the traffic during installation or maintenance of the PINK TOILETs.
18. The work will be executed as per IRC standards/ specifications/circulars.
19. Concession period shall exclude construction period.
20. The construction of Pink Toilets including framed structure shall be done in close consultation with ISCDL for safety measures in regard to clearance, visibility, traffic, service and ancillary structures etc. including further requirement as necessary for maintenance/upkeep/widening of the roads etc. After the construction of the Pink Toilet, if the Pink Toilet is relocated/shifted due to any reason i.e. road widening /development works/civil works/metro project works/flyover/underpass construction etc. undertaken on behalf of ISCDL or any government/civic agency, the shifting/ re-installation cost shall be borne by ISCDL. Further, after the development work, if reinstallation of PINK TOILET is not found feasible, alternative site for the construction of Pink Toilet shall be allotted by ISCDL. In case of any hindrance/obstruction in display of advertisements at the site of Pink Toilet due to the said works on behalf of ISCDL/any other government/civic agency, ISCDL shall extend the contract period accordingly.

### **Space for advertising**

The rights of advertisement on display boards shall lie with the licensee during the concession period. The permissible space shall be as mentioned below:

a. Back let space of 25×10 Sq. Ft. on roof top of each Pink Toilet. In case of display area is not commercially feasible at the roof top of pink toilet in that case same area can be allotted to another place as approved by the ISCDL.

b. Back let standby of 4×6 Sq. Ft. on both side of Pink Toilet.

**\* a and b subjected to availability of space at per site conditions.**

### **PAYMENTS TO ISCDL**

**Licensee shall have to pay the quarterly license fee in advance after the completion of construction work at each location. Every quarterly advance payment of the amount will be having to be deposited within 30 days after the signing of Agreement. License fee shall be increased by 10% after every three years.**

Any delay in payments in the preceding clauses shall entail payment of interest @15% per annum on the amount outstanding, for the days of default. Delays beyond 90 days of the due dates for recurring payment, milestones will be treated as Licensee Events of Default. In such an eventuality ISCDL issue notice to the bidder and if during the notice period bidder is fail to pay the licensee fee in that case ISCDL shall have the right to forfeit Performance Security and claim damages from the licensee.

### **Features and Facilities at the Pink Toilet**

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1. Separate toilet facility only for women, adolescent girls, children
2. Pink colored for easy identification by women
3. Clean washrooms with both Indian and Western toilet facilities
4. Low height toilets and basins for children
5. Basin with running water and hand-washing facility
6. Easy signage
7. Bright and vibrant with proper lighting
8. Availability of lady caretaker
9. Sanitary napkin Vending Machines and Incinerators for women (napkins available for marginal cost)
10. Instruction for care of toilet and usage of napkins to be put up in board
11. Helpline numbers to be placed in boards
12. Disable friendly; availability of ramps
13. Private area for child care inside toilet campus
14. Seating area outside the pink toilet
15. Feedback mechanism to share inputs about experience of usage
16. Availability of toilet location in the app

## Section 4 Bill of Quantities

S.No.	Description	Amount pay to ISCDL Rate Per Square feet/ year
1	“Construction of Pink Toilet including Operation and Maintenance on Built, Operate and Transfer (BOT) Basis against Advertisement Rights for a license Period of 20 Years.”	

1. During paying the fee to ISCDL, Quoted rate shall be excluded all the taxes. Bidder will have to pay all the above taxes (including GST and TDS) extra as applicable along with fee.
2. License fee shall be increased by 10% after every three years.

**SECTION 5**  
**FORM OF AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSED as follows:

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

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

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

Binding Signature of Employer .....

Binding Signature of Contractor .....