

JABALPUR SMART CITY LIMITED (JSCL)

MADHYA PRADESH

APPENDIX 2.10

TENDER DOCUMENT

For Percentage Rate only in work Departments and other Departments similar to
Works Departments

(Effective from 1-1-2014)

Office of the : - **JABALPUR SMART CITY LIMITED**

NIT Number and Date : **JSCL/2017/70/PRO/717– 04.02.2017**

Agreement Number and Date : _____

Name of Work : Development of N.M.T (Non-motorized transit) from
Katanga to Gwarighat

Name of the Contractor : _____

Probable Amount of Contract

(Rs. In Figure) : 3,16,00,000.00

(Rs. In Words) : Three crores and sixteen lakhs only

Contract Amount

(Rs. In Figure) : _____

(Rs. In Words) : _____

Stipulated Period of Completion: 05 months

Appendix 2.10

Tender Document

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|  JABALPUR SMART CITY LIMITED Smart City CIN-U75100MP2016SGC035536 Reg. Office- Commissioner, Nagar Nigam Office, Jabalpur M.P. - 482001 JSCL/Office/No.JSCL/2017/70/PRO/724 Date : 04-02-2017 | | | | | | | | | | | | | | | | | | | |
|--|----------------------------|---------------------------------------|--|-----------------|-------------------------|---------------------------------|------------|--------------------------------|------------|----------------------------------|----------------------------|----------------------------------|------------|----------------------------------|------------|----------------------|----------|-----------------------|-----------|
| REQUEST FOR PROPOSAL | | | | | | | | | | | | | | | | | | | |
| Jabalpur Smart City Limited invited online proposal for "Development of NMT (Non Motorize Transport) from Katanga Tiraha to Jhanda Chowk Gwarighat Jabalpur" from eligible firms having experience in similar type of work. Interested bidders may obtain details RFP document from www.mpeproc.gov.in and www.jscljabalpur.org . | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th colspan="2">Bid collection and submission details</th> </tr> </thead> <tbody> <tr> <td>Date of Pre-Bid</td> <td>09.02.2017 Time 3:00 PM</td> </tr> <tr> <td>Last date of purchase of Tender</td> <td>21/02/2017</td> </tr> <tr> <td>Last date of online submission</td> <td>24/02/2017</td> </tr> <tr> <td>Last date of physical submission</td> <td>27/02/2017 Before 05:30 PM</td> </tr> <tr> <td>Date of Opening of Technical Bid</td> <td>28/02/2017</td> </tr> <tr> <td>Date of Opening of Financial Bid</td> <td>02/03/2017</td> </tr> <tr> <td>Tender Document Cost</td> <td>15000.00</td> </tr> <tr> <td>Earnest Money Deposit</td> <td>316000.00</td> </tr> </tbody> </table> | | Bid collection and submission details | | Date of Pre-Bid | 09.02.2017 Time 3:00 PM | Last date of purchase of Tender | 21/02/2017 | Last date of online submission | 24/02/2017 | Last date of physical submission | 27/02/2017 Before 05:30 PM | Date of Opening of Technical Bid | 28/02/2017 | Date of Opening of Financial Bid | 02/03/2017 | Tender Document Cost | 15000.00 | Earnest Money Deposit | 316000.00 |
| Bid collection and submission details | | | | | | | | | | | | | | | | | | | |
| Date of Pre-Bid | 09.02.2017 Time 3:00 PM | | | | | | | | | | | | | | | | | | |
| Last date of purchase of Tender | 21/02/2017 | | | | | | | | | | | | | | | | | | |
| Last date of online submission | 24/02/2017 | | | | | | | | | | | | | | | | | | |
| Last date of physical submission | 27/02/2017 Before 05:30 PM | | | | | | | | | | | | | | | | | | |
| Date of Opening of Technical Bid | 28/02/2017 | | | | | | | | | | | | | | | | | | |
| Date of Opening of Financial Bid | 02/03/2017 | | | | | | | | | | | | | | | | | | |
| Tender Document Cost | 15000.00 | | | | | | | | | | | | | | | | | | |
| Earnest Money Deposit | 316000.00 | | | | | | | | | | | | | | | | | | |
| Chief Executive Officer, Jabalpur Smart City Limited Jabalpur | | | | | | | | | | | | | | | | | | | |

Details can be seen in the Bid Data Sheet.

1. **ELIGIBILITY FOR BIDDERS:**

- a) At the time of submission of the Bid the bidder should have registration with the Government of Madhya Pradesh, PWD in Centralized Registration System. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for Centralized Registration System can also submit their bids after having applied for registration with aforesaid appropriate authority.
- b) The bidder would be required to have aforesaid registration at the time of signing of the Contract, within 15 days of issue of acceptance letter.
- c) Failure to sign the contract by the selected bidder within the specified/aforesaid period, and for whatsoever reason, shall result in forfeiture of the earnest money deposit.

2. **Pre-qualification** – Prequalification conditions are given in the Bid Data Sheet.

3. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.

4. The Bid Document can be purchased only online from 06/02/2017 to 21.02.2017 other key dates may be seen in bid data sheet.

5. Amendments to NIT would be published on website only, and not in newspaper.

(Executive Director)

SECTION 2
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

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

2. General Quality of Work:

The work shall have to be executed in accordance with the 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 as per Bid Data Sheet.

4.2 No bidder shall be entitled to submit more than one bid whether jointly or individually. 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 Nigam.

6. Site Visit and examination of works

The bidder is advised to visit and inspect the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the work. All costs in this respect 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 amendments.
 2. Instructions to Bidders, Bid Data Sheet with all Annexure
 3. Conditions of Contract:
 - i. Part I General Conditions of Contract and the Contract Data with all Annexure 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

- 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 list 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 Online **Envelope A**. Online **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- i) Registration number or proof of application for registration and organizational details in format given in the Bid Data Sheet.
- ii) Payment of the cost of Bid Document;
- iii) Earnest Money; and
- iv) An affidavit duly notarized.

Part 2 – This shall be known as Online **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 and Special Condition of Contract. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfilment of pre-qualification conditions.

Part 3 – This shall be known as Online **Envelope C**. **Envelope C** shall contain financial offer in the prescribed format enclosed with the Bid Data Sheet. (Annexure J)

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 Proposal 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 bid 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 is found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same.
- iv. The material along with the units and rates, which shall be issued, if any, by the Nigam 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 the 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), in the amount specified in the Bid Data Sheet.
- 17.2** The EMD shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However, other form(s) of EMD may be allowed by the Employer by mentioning it in the Bid Data Sheet.
- 17.3** Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4** EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5** EMD of the successful Bidder will be discharged / released when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6** Failure to sign the contract by the selected bidder, within the specified period, 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 Envelop 'A' in physical form also at the place prescribed in the Bid Data Sheet.

E. Opening and Evaluation of Bid

19 PROCEDURE

- 19.1** Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.

Further, the client can ask specific clarification about the submitted documents in technical bid, but clarification should not be deliberately shielded or tricked to put any new document in a manner of clarification asked by the client.

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

20. Confidentiality

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

- 20.2** Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of his 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 in the form and for the 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 any other 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:

1. 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
 - i. 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 | | | |
|------------------------|--|--|-----------------|
| SR. No. | PARTICULARS | DATA | |
| 1 | Office Inviting Tender | Executive Director Jabalpur Smart City Limited (Jabalpur). | |
| 2 | NIT No. | No. JSCL/2017/70/PRO/717 | |
| 3 | Date of NIT | Dt. 04/02/2017 | |
| 4 | Bid document download available from date & time | From:- 06/02/2017 | To :-21/02/2017 |
| 5 | Website link | http:// www.mpeproc.gov.in | |
| SECTION 1 – NIT | | | |
| NIT CLAUSE | PARTICULARS | DATA | |
| 1 | Portal Fees (also known as processing fee) | As notified in e-Tendering Website | |
| 2 | Cost of Bid Document | Rs. 15,000/- | |
| | Cost of Bid Document Payable at | As per e-proc procedure | |
| | Cost of Bid Document In favor of | Executive Director Jabalpur Smart City Limited (Jabalpur). | |
| 3 | Affidavit Format | As per 'Annexure- B' | |
| 4 | Pre-qualifications required | Yes | |
| | If Yes, details | As per' Annexure- C' | |
| 5 | Special Eligibility | YES | |
| | If Yes, details | As per 'Annexure -D' | |
| 6 | Key dates | As per 'Annexure -A' | |

| SECTION 2 - ITB | | |
|------------------------|--|--|
| ITB CLAUSE | PARTICULARS | DATA |
| 1 | Name of the 'Work' | Development of Non-Motorized Transport (NMT) from Katanga Crossing to Jhanda Chowk Gwarighat |
| 2 | Specifications | As per 'Annexure – E' |
| 3 | Procedure for participation in e-tendering | As per 'Annexure – F' |
| 4 | Whether Joint Venture is allowed. | No. Not in this tender. |
| | If yes, requirement for Joint Venture | Not applicable in this tender. |
| 5 | Pre bid meeting to be held | Yes |
| | If Yes, Date, Time and Place | Date :- 09.02.2017 Time from :- 3.00 PM Place: - Jabalpur Municipal corporation. |
| 6 | Envelope-A containing : i. Organizational details as per 'Annexure H' 2. Cost of Bid Document 3. EMD 4. An affidavit duly notarized | Executive Director, Jabalpur Smart City Limited (Jabalpur). Executive Director Jabalpur Smart City Limited Manas bhavan, Wright Town, Jabalpur M.P. |
| 7 | Envelope-B Technical Proposal | As per 'Annexure - I' and Annexure - I (Format I-1 to I-5) Special Conditions, Annexure –C & D |
| 8 | Envelope-C Financial Bid | As per 'Annexure - J ' |

| | | |
|----|---|---|
| 9 | Materials to be issued by the department | Not Applicable in this tender. |
| 10 | Period of Validity of Bid | 120 Days |
| 11 | Earnest Money Deposit | Rs. 3.16 Lacs |
| | Forms of Earnest Money Deposit | i. FDR/ e-FDR ii. Demand draft of scheduled commercial bank iii. Interest bearing securities of post office. |
| | EMD valid for a period of | Six months |
| | FDR must be drawn in favour of | Executive Director, Jabalpur Smart City Limited (Jabalpur). |
| 12 | Letter of Acceptance (LOA) | As per 'Annexure -L' |
| 13 | Amount of Performance Security Deposit and Defect Liability | 10% of Contract Amount (5% security deposit amount to be deposited before execution of agreement and 5% amount to be deducted from running bills) |
| | Additional Performance Security | Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and fifteen percent (below/minus), considering bid rates less than 15% (fifteen percent) below PAC, to be unworkable and shall require additional performance security (guarantee). Calculation will be based on PAC amount Rs. 1.82 Crores |
| | Performance Security in the format | As per 'Annexure- M' |
| | Performance Security in favour of | Executive Director, Jabalpur Smart City Limited (Jabalpur). |
| | Performance Security valid up to | Valid Contract Period plus 3 months |

KEY DATES

| S. No | JSCL, Jabalpur | Bidder's Stage | Start | | Expiry | | Envelopes |
|-------|--|---|-------|------|------------|--------------|----------------|
| | | | Date | Time | Date | Time | |
| 1 | – | Purchase of Tender Document Date Online | | | 21/02/2017 | | – |
| 2 | | Pre Bid Meeting | | - | 09.02.2017 | 3.00PM | – |
| 3 | | Uploading of pre meeting proceeding and clarification | | | | | – |
| 4 | | Bid Submission Date Online | | – | 24.02.2017 | Upto 5.30 PM | – |
| 5 | EMD and Technical Bid Document Mandatory submission Date | - | | – | 27.02.2017 | Upto 5.30 PM | Envelope A & B |
| 6 | EMD and Technical Bid Document open Date | | | – | 27.02.2017 | 5.30 PM | Envelope A & B |
| 7 | Financial Bid open date (Envelope-C) | - | | - | 02.03.2017 | – | Envelope C |

Original term deposit receipt of earnest money deposit, demand draft for the cost of bid document and 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 or within time limits 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)

1. 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:
2. I/we am/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 Executive Director, Jabalpur Smart City Limited (Jabalpur).
3. I/we am/ are fully responsible for the correctness of following self-certified information / documents and certificates:
 - (i) That the self-certified information given in the bid document is fully true and authentic.
 - (ii) That:
 - a. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turnover are correct.
 - c. Information regarding various technical qualifications are correct.
 - (iii) No close relative of the undersigned and our firm/company is working in the department/Nigam. **OR** Following close relatives are working in the department:

Name Post Present Posting.....
4. I/we also do solemnly affirm an oath and state that aforesaid firm/company M/s..... has never been **black listed or debarred** from any department/undertaking/subsidiary, working under Government of India or Government of all states of India including Government of Madhya Pradesh.

Signature with Seal of the Deponent (Bidder)

I/ We, above deponent do hereby certify that the facts mentioned in above para 1 to 4 (with their sub paras) are correct to the best of my knowledge and belief.

Verified today (Dated) at (Place).

Signature with Seal of the Deponent (Bidder)

Note : Affidavit duly notarized in original shall reach before opening of the Envelope A.

PRE-QUALIFICATIONS CRITERIA

- A.** Experience of having successfully executed:
- a) Three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; i.e. 2011-12 to 2015-16
or
- b) Two similar works, each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; i.e. 2011-12 to 2015-16
or
- c) One similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 5 financial years; i.e. 2011-12 to 2015-16.
- B.** Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years i.e. 2010-11 to 2014-15. If agency has got audited his account for 2015-16, then in this case five financial years may be reckoned from 2011-12 to 2015-16.
- C.** Executed similar work in a single contract during the last 5 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.
- D. Bid Capacity** – Bidder shall be allotted work up to his available Bid Capacity, which shall be worked out as given in format I-2 of Annexure I.

E. Physical

Mandatory physical qualifications for the work shall be as below

| S No | Particulars | Min. Req Quantity | Unit |
|------|--|-------------------|------|
| 1 | Excavation - Excavation for roadway in soil including loading in truck for carrying of cut earth to embankment site with all lifts and lead upto 1000 metres and as per relevant clauses of section-300 NMT For Widening of Carriageway (GSB) | 98 | cum |

| S No | Particulars | Min. Req Quantity | Unit |
|------|---|-------------------|------|
| 2 | Earth work for NMT widening of road work for subgrade material - Construction of Hard Shoulder with approved material/selected soil having CBR >12 i/c excavation all lifts & leads i/c grading to required slope & camber of 4% and compacting using vibratory roller of 80 to 100 kN static weight to meet requirement as per relevant clause of 400. Shoulder & NMT | 333 | cum |
| 3 | GSB (granular sub-base) - Construction of granular sub-base by providing coarse graded material, spreading in uniform layers with on prepared surface, mixing by mix in place method at OMC, and compacting with vibratory roller to achieve the desired density, complete in all respect and as per relevant clauses of section-400.Grade III Shoulder & NMT | 600 | cum |
| 4 | WBM - Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform ,hand packing, rolling with vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and booming requisite type of reining/ binding materials to fill up the voids of coarse and compacting to the required density and as per relevant clauses of section-400 | 973 | cum |
| 5 | Primer Coat - Providing and applying primer coat with bitumen Emulsion on prepared surface of granular Base including clearing of road surface and spraying primer at the rate of 0.75 kg/sqm using mechanical / Manual means and as per relevant clauses of section 502. Road 0 to 580m = 580m | 26 | sqm |
| 6 | Track Coat- Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor on the prepared bituminous / granular surface cleaned with mechanical broom and as per relevant clauses of section 503. @0.25 kg per sqm Road Ch. 0 to 5500m = 5500m | 9 | sqm |
| 7 | Open- Graded Premix Surfacing Providing, laying and rolling of open-graded premix surfacing of 20mm thickness composed of 13.2mm to 5.6mm aggregates using 60/70 grade bitumen to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in hot mix plant, laying with paver finisher and rolling with a smooth wheeled roller 8-10 tonne capacity, finished to required level And grades excluding primer and tack coat and as per relevant clauses of section-511. | 117 | sqm |
| 8 | Seal Coat Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type A and B seal coats and as per relevant clauses of section-513 with Bitumen. Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type A and B seal coats and as per relevant clauses of section-513 with | 45 | sqm |
| 9 | M20 Wheel Guard/ Boundary pillars Providing and laying Plain/Reinforced cement concrete (mixed in concrete mixture) in open foundation including form work shuttering etc. complete as per drawing and technical specifications and as per relevant clauses of sections 1500, 1700 & 2100 with e) RCC Grade M20 with 20 mm maximum size of Aggregate Wheel Guard | 4277 | cum |

| S No | Particulars | Min. Req Quantity | Unit |
|------|--|-------------------|------|
| 10 | Steel Supplying, fitting and placing HYSD bar reinforcement in sub-structure complete as per drawing and technical specifications and as per relevant clauses of sections 1600. Main Bar 8mm# 4No. Per Wheel Guard Distribution bar 8mm dia 200c/c | 57086 | MT |
| 11 | NMT Marking Painting lines, dashes, arrows etc. on roads in two coats on new work with ready mixed road marking paint conforming to IS:164 on bituminous surface, including cleaning the surface of all dirt, dust and Other foreign matter, demarcation at site and traffic control as per relevant clauses of section-800 & I.R.C.-67 including cost of paint etc. complete. | 70 | MT |

Please enclose notarized documents/Certificates in support of above.

Annexure —D

(See clause 6 of Section 1-NIT)

SPECIAL ELIGIBILITY CRITERIA

Specifications

- 1. As per prevailing SOR specification and enclosed Sheet No. 3.**

(.....)

Procedure for Participation in e-Tendering

1. Registration of Bidders on e-Tendering System:

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

2. Digital Certificate:

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

Note: *i. It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not obtain another Digital Certificate for the same.*

The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from cca.gov.in

ii. Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission.

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

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

In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per information Technology Act 2000. This Authorized User will be required to obtain a Digital

Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Certificate for the new Authorized User.

3. Set Up of Bidder's Computer System:

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

4. Key Dates:

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

5. Preparation and Submission of Bids

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

6. Purchase of Bid Document

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

7. Withdrawal, Substitution and Modification of Bids

Bidder can withdraw and modify the bid till Bid submission end date.

ORGANIZATIONAL DETAILS**(To be Contained in Envelope - A)**

| S. No. | Particulars | Details |
|---------------|--|--|
| 1. | Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration. | |
| 2. | Registration of bidder through Centralized Registration of Govt. of MP | Registration No. _____ Date _____ (Scanned copy of Registration to be |
| 3. | Name of Organization/ Individual/ Proprietary Firm/ Partnership Firm | |
| 4. | Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the | |
| 5. | Address of Communication | |
| 6. | Telephone Number with STD Code | |
| 7. | Fax Number with STD Code | |
| 8. | Mobile Number | |
| 9. | E-mail Address for all communications | |
| | Details of Authorized Representative | |
| 10. | Name | |
| 11. | Designation | |
| 12. | Postal Address | |
| 13. | Telephone Number with STD Code | |
| 14. | Fax Number with STD Code | |
| 15. | Mobile Number | |
| 16. | E-mail Address | |

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

Signature of Bidder with Seal

Date:-

Envelope – B, Technical Proposal

Technical Proposal shall comprise the following documents:

| S. No | Particulars | Details to be submitted |
|-------|---|----------------------------|
| 1 | Experience – Financial & Physical | Annexure - I (Format: I-1) |
| 2 | Annual Turnover | Annexure - I (Format: I-2) |
| 3 | List of technical personnel for the key positions | Annexure - I (Format: I-3) |
| 4 | List of Key equipments/ machines for quality control labs | Annexure - I (Format: I-4) |
| 5 | List of Key equipments/ machines for construction work | Annexure - I (Format: I-5) |
| 6 | Prequalification and special eligibility criteria | Annexure – C & D |

Note:

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

Annexure - I (Format: I-1)

(See clause 14 of Section 2 -ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement:

To be filled in by the contractor:

- i. Details of successfully completed / executed similar works shall be furnished in the following format.*
- ii. Certificate duly signed by the employer shall also be enclosed for each completed similar work.*

| Agreement Number & Year | Name of Work | Date of Work | Date of Completion | Amount of Contract | Employer's Name and |
|------------------------------------|---------------------|---------------------|---------------------------|---------------------------|----------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Existing commitments – (Value of 'C' for Bid Capacity formula)

| Agreement Number & | Name of Work | Date of Work | Date of Completion | Amount of Contract | Amount of balance work | Employer's Name and |
|-------------------------------|---------------------|---------------------|---------------------------|---------------------------|-------------------------------|----------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

B. Physical Requirement:

Execution of similar items of work in any one financial year during the last 5 financial years as mentioned in Annexure C, should not be less than the minimum physical requirement fixed for the work.

Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 5 financial years.

ANNUAL TURN OVER

Requirement:

Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years;

To be filled in by the contractor:

| Financial Year | Payments received for contracts in progress or completed | Remark |
|----------------|--|--|
| 1 | | Please refer Annexure C i.e. Pre- Qualification Criteria |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

Note:

- i. Annual turnover of construction should be certified by the Chartered Accountant.*
- ii. Audited balance sheet including all related notes, and income statements for the above financial years to be enclosed.*

Bid Capacity

Applicants who meet the minimum qualifying criteria in the evaluation as stated above are

To be evaluated further for bid capacity as under and should not be less than PAC

(Probable Amount of Contract)

Bid Capacity = (1.5 A X B) - C

Where

A = Maximum value of civil engineering works executed in any one year during the last five year (10% weightage per year shall be given to bring the value of

B = Proposed contract period in years.

Annexure - I (Format: I-3)*(See clause 14 of Section 2 –ITB & Clause 6 of GCC)***List of Technical Personnel for the Key Positions**

| Minimum requirement | | | | | | Available with the bidder | | | | | | | |
|---------------------|---------------------|---------------------|-----------------------|--------|----------------------------------|---------------------------|--------|-------------------|--------------|---------------|-----|-------------------------|------------|
| S. No. | Key Position | Minimum requirement | Minimum Qualification | Age | Similar work experience Required | Total Work | S. No. | Name of Personnel | Key Position | Qualification | Age | Similar work experience | Total Work |
| 1 | Project Engineer | 01 | B.E. Civil | 40 Yr. | 10 years experience | | | | | | | | |
| 2 | Site/Field Engineer | 01 | B.E. Civil | 30 Yr. | 5 years experience | | | | | | | | |
| 3 | Surveyor | 01 | Diploma Civil | 30 Yr. | 5 years experience | | | | | | | | |
| 4 | Sub Site Engineer | 01 | Diploma in Civil | 30 Yr. | 3 years experience | | | | | | | | |

*Note: - Fulltime technical key persons should be available at site.**Note: - Please fill above column "Available with the bidder".*

List of Key Equipment/ Machines for Quality Control Labs

| Minimum requirement | | | Available with the bidder | |
|---------------------|---|----------|---------------------------------|----------|
| S. No. | Name of Equipment/ Machinery | Quantity | Name of Equipment /Machinery | Quantity |
| 1 | Set of I. S. sieves | 1 Set | | |
| 2 | Liquid Limit Apparatus | 1 | | |
| 3 | Compaction Limit Apparatus | 1 | | |
| 4 | CB R. Apparatus | 1 | | |
| 5 | Crushing Strength Testing Machine | 1 | | |
| 6 | Compression Testing Machine, Capacity 50 tones. | 1 | | |
| 7 | Aggregate Crushing value Apparatus | 1 | | |
| 8 | Los Angeles Abrasion Machine | 1 | | |
| 9 | Aggregate Impact Test Machine | 1 | | |
| 10 | Concrete Batching Plant | 1 | | |
| 11 | Length and Thickness Gauges | 1 | | |
| 12 | Vicat apparatus for testing setting times | 1 | | |
| 13 | Slump testing apparatus | 1 | | |
| 14 | Needle & Plate Vibrator | 1 | | |
| 15 | 500gm, 10 Kg balances | 1 Each | | |

Note: The Contractor shall make available following office equipment at site office at his own cost.

- (a) Plotter sufficient for A-0 Size Plotting.
- (b) Photo Copier/Scanner sufficient for A-3 Size Copying.

- (c) Internet Connection shall be required for Email Correspondence ensuring faster Communication.
- (d) Digital Camera with data Transfer Capabilities.
- (e) The Contractor shall take HD photographs Videos of site prior to the commencement of work, during construction, and after the time of Completion of Project Work as suggested and shall submit soft and hard copies to the AKVN, Jabalpur.

Note :- Please fill above column "Available with the bidder".

List of Key Construction Equipments/ Machines for Construction Work

| S.No. | Minimum requirement | | | Available with the bidder | |
|-------|---------------------------------|--------------------|---------------------|----------------------------------|----------|
| | Name of Equipment/ Machinery | Capacity | Minimum Required | Name of Equipment / Machinery | Quantity |
| 1. | JCB Machine | | 01 | | |
| 2. | Vibratory / Roller | 8-10 T | 01 | | |
| 3. | Pneumatic tired roller | 15 T | 01 | | |
| 4. | Computerized Batch mix | 30 Cum/Hr | 01 | | |
| 5. | Front end Loader | | 01 | | |
| 6. | Transit Truck Agitator | 6Cum | 01 | | |
| 7. | Kerb Laying Machine | | 01 | | |
| 8. | Mechanical Roller | 8 - 10 T | 01 | | |
| 9. | D.G. Sets | 5 KVA & 100 KVA | 01 | | |
| 10. | Auto Level Instrument | 150 m | 01 | | |
| 11. | Concrete mixer with | 0.5 Cum | 3 Nos. | | |

The contractor shall arrange above minimum plants and machineries at site for execution of the work. This may have to be increased depending upon the site requirements.

Note: a) **The** above List is the minimum required Equipment and Plants that need to be deployed on the contract work, however if required the contractor may have to deploy more Equipments and Plants depending upon his Work Programme and Methodology.

Note :- Please fill above column "Available with the bidder".

FINANCIAL BID**(To Be Contained in Envelope-C)****NAME OF WORK:** - DEVELOPMENT OF NON MOTORIZED TRANSPORT (NMT) FROM KATANGA CROSSING TO JHANDA CHOWK GWARIGHAT

I/We hereby bid for the execution of the above work within the time specified at the rate (in figures) _____ (in words) _____ percent below/ above or at par based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/ are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Executive Director, Jabalpur Smart City Limited, Jabalpur 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 given therein shall be quoted.*
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. In case the percentage "above" or "below" is not given by a bidder; his bid shall be treated as non-responsive.*
- iv. All duties, taxes, Service Tax, Royalty Charges and other levies payable by the bidder shall be included in the percentage quoted by the bidder.*

Signature of Bidder

Name of Bidder

The above bid is hereby accepted by me on behalf of the Audyogik Kendra Vikas Nigam (J) Ltd., Jabalpur **dated** the _____ day of _____ 20__

Signature of Officer by who accepted

Managing Director

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

Jabalpur Smart City Limited,
LETTER OF ACCEPTANCE (LOA)

No.

Dated: -

To,

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 Jabalpur Smart City Limited (Jabalpur) Ltd., Jabalpur at your bided percentage _____ below/ above or at par the Bill of Quantities given therein.

You are requested to submit within 15 (Fifteen) days from the date of issue of this letter:

1. The performance security/performance guarantee of Rs..... (in figures) (Rupees in words only). Nationalized/schedule commercial bank valid up to three months after the expiry of defects liability period.
2. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is 3 (Three) Months excluding rainy season, shall be reckoned from the date of signing the contract agreement.

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

Yours faithfully,

Executive Director

Copy to

- 1.
- 2.
- 3.

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. Date to execute (Name of Contract and
description of Works) (hereinafter 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 until 6 (six) months from the date of expiry of the
Defect Liability Period.

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

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

A. General

1. DEFINITIONS

- a) **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. **Chief Engineer:** means Chief Engineer of the Jabalpur Municipal Corporation
- 1.3. **Completion:** means completion of the work as certified by the Nigam, 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:** 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. **Department/Nigam:** means Jabalpur Smart City Limited, Jabalpur who adopts this document written in short as JSCL, Jabalpur M.P.
- 1.13. **Drawings:** means drawings including calculations and other information provided by Competent Authority
- 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.
- 1.15. **Engineer:** means the person named in the **Contract Data**.

- 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. **Government:** means Government of Madhya Pradesh.
- 1.19. **In Writing:** means communicated in written form and delivered.
- 1.20. **Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.21. **Superintending Engineer:** means Superintending Engineer, of Jabalpur Municipal Corporation
- 1.22. **Stipulated period of completion:** means the period in which the Contractor is required to complete the work. The stipulated period is specified in the **Contract Data**.
- 1.23. Assistant Engineer: - means Assistant Engineer of Jabalpur Municipal Corporation
- 1.24. Junior Engineer: - Means Junior Engineer of Jabalpur Municipal Corporation
- 1.25. Executive Engineer: - Means Executive Engineer of Jabalpur Municipal Corporation
- 1.26. **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Competent Authority.
- 1.27. **Start Date:** means the date of signing of agreement for the work.
- 1.28. **Sub-Contractor:** means a person or corporate body who has a Contract with the Contractor, duly authorised to carry out a part of the construction work under the Contract.
- 1.29. **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.30. **Tender/Bid, Tenderer/Bidder:** are the synonyms and carry the same meaning where ever used.
- 1.31. **Variation:** means any change in the work which is instructed or approved as variation under this contract.
- 1.32. **Work:** The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.
- 1.33. I/A means Industrial Area

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 (ITB, Bid Data Sheet with all Annexures)
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and the Contract Data; with all Annexure
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings
6. Bill of Quantities
7. Technical and Financial Bid
8. Agreement, and
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 to the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contact details for communication with the Employer/Engineer shall be as per the details given in the Contract Data. 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 of 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 with the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. Following shall not form part of subcontracting:
 - i. Hiring of labour through a labour contractor.
 - ii. T h e purchase of Materials to be incorporated in the works.
 - iii. Hiring of plant& machinery
- c. The sub-contractor will have to be registered in the centralized registration system for contractors of the Go MP.

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 attributable 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, ionising radiation or contamination by radio-activity, except as may be attributable 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 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, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that the designs/ drawings or other documents have been approved by the department/Nigam.

9. Liability for Accidents to Person

The contractor shall be deemed to have indemnified and saved harmless the Government/Nigam 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. Necessary claim or insurance charges or premium shall be payable by the Contractor only.

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 site SOR and site conditions etc.

10.3 The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools and implements, and generally of all means used for the fulfilment of this contract whether such means may or may not be approved 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 dispute can be raised after 45 days of its first 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 dispute.

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

14. Extension of Time

- 14.1. If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the JSCL, on account of which he desires such extension. Chief Executive officer JSCL shall forward the aforesaid application in prescribed Performa in the tender document to the Competent Authority MD JSCL Jabalpur
- 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 the work is 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 Nigam shall retain from the bills of the Contractor amount equal to the liquidated damages liable until the Contractor makes such delays good. However, the Nigam 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 the 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

C. Quality Control

17. Supervision-

All the quality control works would be carried out under the Supervision and Quality Control Consultant appointed by JSCL. All the works have to be certified by the consultant before execution.

17.1 Tests

17.11 The Contractor shall be responsible for:

- a. Carrying out the tests prescribed in specifications, and
- b. For the correctness of the test results, whether performed in his laboratory or elsewhere.
- c. Quality of the work/item done in the contract.

Please refer **Sheet No. 8** for Tests to be performed by Contractor

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

17.13 Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the **Contract Data**.

18. Correction of Defects noticed during the Defect Liability Period

18.1 The Defect Liability Period of work in the contract shall be as per 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/Quality Control Supervisor, within the time specified by the Engineer/Quality Control Supervisor, the Engineer/Quality Control Supervisor 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, and Drawings etc.

19.1 The JSCL shall have power to make any alterations, omissions or additions to or substitutions in 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 Engineer-in-charge, 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 agrees to do the main work.

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

20. Extra items

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

21. Payments for Variations and / or Extra Quantities

21.1 The rates for such additional (Extra quantity), 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, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
- c. **If the rates for 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 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 for 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 the 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 JSCL, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out; the JSCL 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 JSCL 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 JSCL may 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 contract of the Nigam, including the securities which become due for release.

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

25. Tax

25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the commercial tax and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities.

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.

25.3 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 Nigam 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. 100% measurement of work done shall be recorded or checked by concerning Assistant Engineer of the Contract work and 10% measurement of contract amount shall be checked by Executive Engineer of the Contract work.
- 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 of Contract

- 27.1** If the Contractor fails to carry out any obligation under the Contract, the Executive Director/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 Executive Director 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 the judgment of the Engineer's 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 JSCL 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 Executive Director may terminate the Contract immediately.

27.4 Notwithstanding the above, the Executive Director 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** and shall be final and binding on both the parties.

28.2 Payment on termination under **clause 27.4** above -

If the Contract is terminated 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 the **Bid Data Sheet** at the time of signing of the contract. The contractor shall have to ensure that such performance security and additional performance security, if any, remains valid for the period as specified in the Contract Data.

30. Security Deposit

30.1 Security Deposit shall be deducted from each running bill at the rate as specified in the **Contract Data**. The total amount of Security Deposit so deducted shall not exceed the percentage of Contract Price specified in the **Contract Data**.

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

30.3 The Security Deposit shall be refunded on completion of Defect Liability Period.

31. Price Adjustment

31.1 Applicability

1. Price adjustment shall be applicable only as per **Contract Data**.
2. The price adjustment clause shall apply only after the 12 (twelve) months from the date of signing of the agreement (as per clause 23.2 of ITB) and shall apply only on the remaining part of the work i.e. the work amounting unexecuted after deducting the amount of work scheduled to be executed in aforesaid twelve months from the contract value. Further, it is clarify that in case when time extension is granted due to any reason whatsoever it may be with or without penalty, the price adjustment shall not be applied for this extended period of time. The price adjustment shall apply only for the remaining period after 12 months (remaining period of 6 months in this contract) i.e. after deducting initial twelve months from the stipulated time period of contract. Base month for the price adjustment shall be 12th (Twelfth) month from the date of signing of agreement.
3. In the Force Majeure event the price escalation clause shall apply.

31.2 Procedure

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

 $R = \text{Total value of work during the aforesaid quarter.}$
4. Weightages of various components of the work shall be as per the **Contract Data**.

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

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 price adjustment may be either positive or negative, i.e. if the price adjustment is in favour of the Employer, the same shall be recovered from the sums payable to the Contractor.

32. Mobilization and Construction Machinery Advance

- 32.1** Payment of advances shall be applicable if provided in the **Contract Data**.
- 32.2** If applicable, the Executive Director shall make interest bearing advance payment to the contractor of the amounts stated in the **Contract Data**, against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/ scheduled banks, in the name as stated in the **Contract Data**, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.
- 32.3** The rate of interest chargeable shall be as per **Contract Data**.
- 32.4** The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.
- 32.5** The advance payment shall be recovered as stated in the **Contract Data** by deducting proportionate amounts from payment otherwise due to the Contractor.

No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. Secured Advance

- 33.1** Payment of Secured Advance shall not be applicable.
- 3.4** 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 statements 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 SQC and Engineer.
- (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 Nigam after physical completion of the Work.

35.2 After final payment to the Contractor, a Final Completion Certificate shall be issued in the prescribed format as given in the **Contract Data** .

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 executive Director.

- 36.2** In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 35.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

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

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

39. Compliance with Labour Regulations

- 39.1.** During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the **Contract Data**. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made 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/byelaws/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 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

Nigam/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 any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any 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 Nigam 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 Nigam/Government to the Contractor.

41. Death or Permanent Invalidity of Contractor

If the Contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided for in **clause 28.2** of the contract agreement. However, if the JSCL Jabalpur is satisfied about the competence of the survivors, then the M.D., JSCL Jabalpur shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions under which the contract was awarded.

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 courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

[End of GCC]

Contract Data

| GCC Clause | Particulars | Data |
|------------|--|---|
| 1.14 | Employer | Executive Director, Jabalpur Smart City Limited (Jabalpur). |
| 1.15 | Engineer | Jabalpur Municipal Corporation |
| 1.16 | Engineer in Charge | Jabalpur Municipal Corporation |
| 1.22 | Stipulated Period of Completion | 3 (Three) months, excluding rainy seasons |
| 3 | Language & Law of Contract | English & Indian Contract Act 1872 |
| 4 | Address & contact details of the Contractor | As per 'Annexure-H' |
| | Address & contact details of the Employer – Phone, Fax, e-mail. | Jabalpur Smart City Limited (Jabalpur). 9826658651 |
| 5 | Subcontracting permitted for the Contract Value | Yes |
| 6 | Technical Personnel to be provided by the contractor | As per 'Annexure-I' (Format I-3) |
| | Penalty, if Technical Personnel not employed | Rs. Thirty thousand per month for each Graduate Engineer and Rs. Eighteen thousand per month for each Diploma Engineer |

| GCC Clause | Particulars | Data |
|-------------------|--|---|
| 7 | Specifications | As per 'Annexure - E' |
| | Drawings | As per 'Annexure - N' |
| 8 | Competent Authority for deciding dispute under Dispute Resolution System | Executive Director, Jabalpur Smart City Limited (Jabalpur). |
| | Appellate Authority for deciding dispute under Dispute Resolution System | Executive Director, Jabalpur Smart City Limited (Jabalpur). |
| 9 | Period for submission of updated construction program | (a) Every 1 months or (b) at the end of every milestone, whichever is less |
| | Amount to be withheld for not submitting construction program in the prescribed period | @ 1 % (one) percent of contract amount, subject to a maximum of Rs. 50,000/- . |
| 10 | Competent Authority for granting Time Extension | Executive Director, Jabalpur Smart City Limited (Jabalpur). |
| 11 | Milestones laid down for the contract | Yes |
| | If Yes, details of Milestones | As per 'Annexure - O' or as below, if not mentioned in Annexure -O: Mile Stone 1:- 1/8th of the whole work before 1/4th of the whole time allowed has elapsed, Mile Stone 2:- 3/8th of the whole work before 1/2th of the whole time allowed has elapsed Mile Stone 3:- 3/4th of the whole work before 3/4th of the whole time allowed has elapsed |
| | Liquidated damage | As per 'Annexure - P' |
| 12 | List of equipment for lab | As per 'Annexure - Q' |
| | Time to establish lab | 30 days from date of signing of the Agreement |
| | Penalty for not establishing field Laboratory | 1% of Contract Amount per month, subject to a maximum of Rs. 50,000/- per month of delay |

| | | |
|----|--|---|
| 13 | Defect Liability Period | 5 Years from the date of completion of contract work |
| | | <p>To execute, complete and maintain works in accordance with agreement and special conditions of contract (SCC) after issue of physical completion certificate as per "Annexure-U"</p> <p>Note: in accordance with clause 18.3 (GCC), the Engineer in Charge shall intimate the contractor about the cost assessed, for making good the defects, and If the contractor has not corrected defects, action for correction of defects shall be taken by the Engineer in Charge as below:</p> <p>(a) deploy departmental labour and material or (b) engage a contractor by issuing a work order at contract rate/SOR rate or (c) sanction supplementary work in a existing agreement to a contractor for zonal works or similar other work or (d) invite open tender or (e) combination of above</p> <p>Please refer Sheet No. 6 :- Quality assurance,</p> |
| 14 | Competent Authority for determining the rate | Executive Director, Jabalpur Smart City Limited (Jabalpur). |
| 15 | Any other condition for breach of contract | <p>Yes as below:</p> <p>If the contractor fails to achieve 50% financial progress in any milestone and /or fails to achieve 75% financial progress in two consecutive mile stones</p> |

Contract Data

| GCC Clause | Particulars | Data | | | |
|------------|--|---|-------------------------------------|--------------------|----------------------|
| 16 | Penalty | Penalty Shall include : (a) Security deposit as per clause 30 of General Conditions of Contract, and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee) , if any, as per clause 29 of General Conditions of Contract, whichever is higher | | | |
| 17 | Performance guarantee (Security) shall be valid up to | Three months beyond the completion of Defect Liability Period (Maintenance Guarantee Period) | | | |
| 18 | Security Deposit to be deducted from each running bill | At the rate of 5% of Gross Amount of Running Bill | | | |
| | Maximum limit of deduction of Security Deposit | 5% of Final Contract Amount. | | | |
| 19 | Clause 31.1(1) Price adjustment shall be applicable | As per Annexure R and as below: (a) The price Adjustment shall apply only in respect of Cement, Steel, Bitumen and POL components. (b) Price Adjustment shall be applicable | | | |
| | Clause 31.2.4 Weightages of Component in the work | Component | Percentage of Component in the work | | |
| | | | Road Work | Bridge Work | Building Work |
| | | Cement - P _c | 0 | 22.5% | 18% |
| | | Steel - P _s | 0 | 7.5% | 13% |
| | | Bitumen - P _b | 15% | 0 | 0 |
| | | POL - P _f | 7.5% | 5% | 5% |
| 20 | Clause 32.1 Mobilization and Construction Machinery Advance Applicable | Yes | | | |
| | Clause 32.2 If yes, Unconditional Bank Guarantee | Yes | | | |
| | Clause 32.3 If yes, Rate of interest chargeable on advances | 10% | | | |

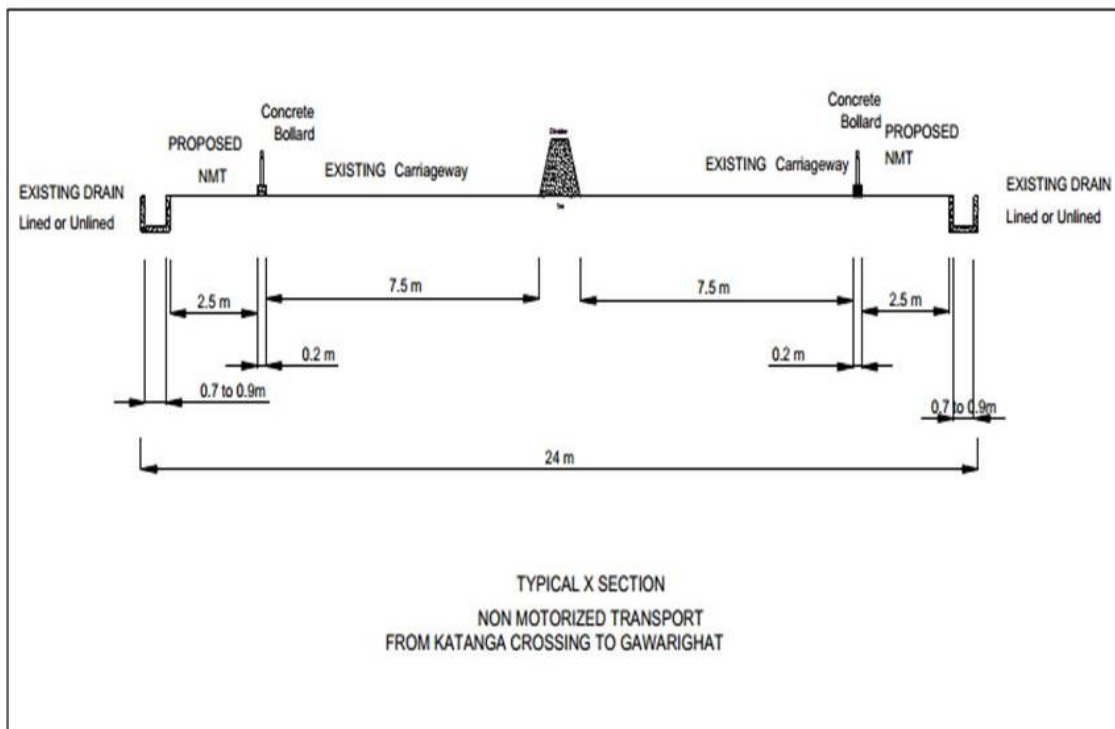
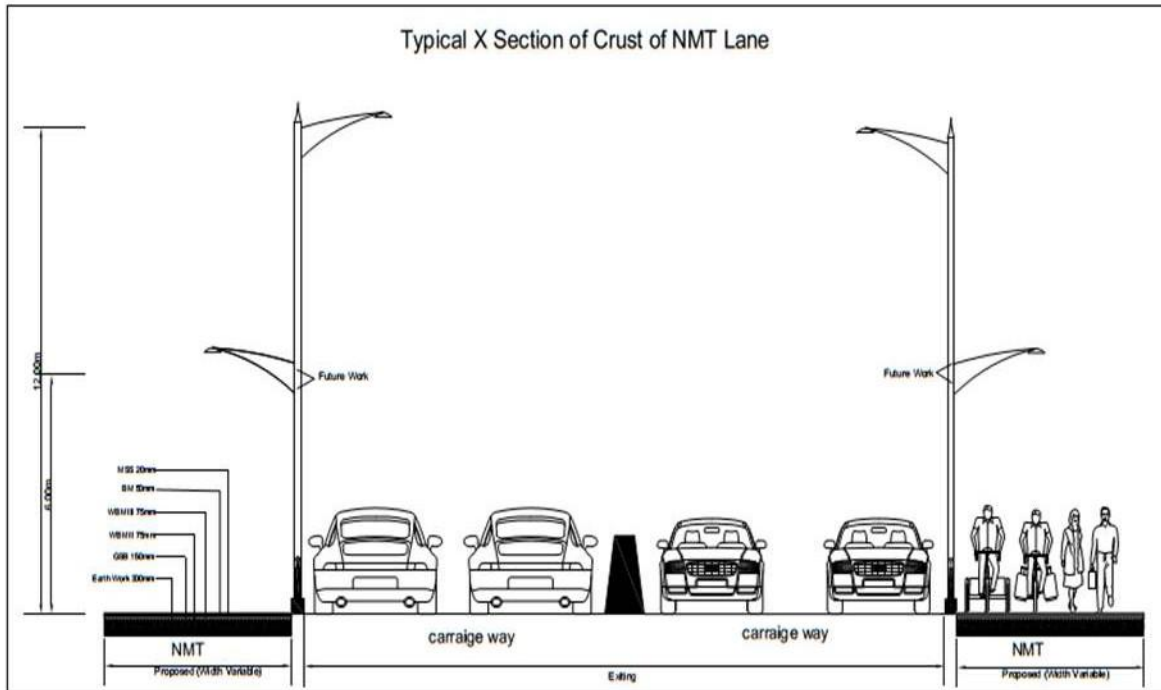
Contract Data

| GCC Clause | Particulars | Data |
|------------|---|---|
| | Clause 32.4 If yes, Type & Amount of Advance payment that can be paid | 10% |
| | Clause 32.5 If yes, Recovery of advance payment | Yes as mentioned |
| 21 | Clause 33.1 Secured Advance Applicable | Not Applicable |
| | Clause 33.2 if yes, Unconditional Bank | Not Applicable |
| | Clause 33.2 if yes, Amount of Secured Advance | Not Applicable |
| | Clause 33.3 if yes, Conditions for secured advance | Not Applicable |
| | Clause 33.4 if yes, Recovery of Secured advance | Not Applicable |
| | Completion Certificate – after physical completion of the Work | As per 'Annexure - U' |
| 22 | Final Completion Certificate – after final payment on completion of the | As per 'Annexure- V' |
| 23 | Competent Authority | Executive Director, Jabalpur Smart City Limited (Jabalpur). |
| 24 | Salient features of some of the major labour laws that are applicable | As per 'Annexure-W' |

(See clause 10 of Section 3 -GCC)

Drawings

Note : Drawings are annexed



Details of Milestone

Refer Clause 15 of GCC

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 consideration
-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 with penalty, the compensation shall be levied on the contractor at the rate of 0.05% of contract value per week of delay limited to a maximum of 10% of contract price.

The decision of **Executive Director** shall be final and binding.

List of Equipment for Quality Control Lab

1. Providing and maintaining fully equipped laboratory for testing and site office at his own cost during the complete project period and nothing extra shall be payable on this account, including the supply of testing equipment and consumables; all as prescribed in the relevant specifications. After establishment of such laboratory the contractor shall get it approved by SQC and Engineer. The list of minimum required equipments is shown below –
 1. Set of I.S. sieves
 2. Liquid Limit Apparatus
 3. Compaction Limit Apparatus
 - a) For I. S .Light Compaction
 - b) For I.S. heavy Compaction
 4. C.B.R. Apparatus
 5. Compression Testing Machine, Capacity 5 Tones.

Part II Test on Aggregates

1. Indian Standard sieves for aggregates.
2. Apparatus for determining Angularity Number.
3. Compression Testing Machine, Capacity 50 tonnes.
4. Aggregate Crushing value Apparatus.
5. Los Angeles Abrasion Machine.
6. Aggregate Impact Test Machine.
7. Length and Thickness Gauges

Part V Test on Cement and Cement Concrete and Flexible Pavement:

- | | | |
|----|---|--------|
| 1. | Vicat apparatus for testing setting times | 1 set |
| 2. | Slump testing apparatus | 2 sets |
| 3. | Needle Vibrator | 2 No. |
| 4. | Air Meter | 1 No. |
| 5. | Bitumen Extractor | 2 No's |

Note:

The items and their numbers listed above in this Clause shall be decided by the Engineer's/ SQC Consultant as per requirements of the Project and modified accordingly.

Price Adjustment

The formulas for adjustment of price are as follows:

R = Value of work as defined in Clause 31.2(3) of General Conditions of Contract

Weightages* of component in the work

| S.No | Component | Percentage of component in the work |
|------|--------------------------|--|
| 1 | Cement - P _c | To be calculated for the period defined in earlier pages/clauses |
| 2 | Steel - P _s | To be calculated for the period defined in earlier pages/clauses |
| 3 | Bitumen - P _b | To be calculated for the period defined in earlier pages/clauses |
| 4 | POL - P _f | To be calculated for the period defined in earlier pages/clauses |

* Weightages of various components of the work shall be as determined by the competent technical sanction authority.

Adjustment for cement component

(ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

V_c = increase or decrease in the cost of work during the month under Consideration due to changes in rates for cement.

C₀ = The all India wholesale price index for **Grey** cement on the 12th month after signing the contract, as *published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)*

C₁ = The all India average wholesale price index for **Grey** cement for the month under consideration as *published by Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)*

P_c = Percentage of cement component of the work

Note : For the application of this clause, index of Grey Cement has been chosen to represent Cement group.

Adjustment of steel component

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s \times /100 \times R \times (S_1 - S_0) / S_0$$

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S_0 = The all India wholesale price index for steel (Bars and Rods) on the 12th month after signing the contract, as published by the *Ministry of Industrial Development, Government of India, New Delhi (www.eaindustry.nic.in)*

S_i = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as *published by Ministry of Industrial Development, New Delhi. (www.eaindustry.nic.in)*

P_s = Percentage of steel component of the work.

Note : For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

Adjustment of bitumen component

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_i - B_0) / B_0$$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

B_0 = The official retail price of bitumen at the IOC depot at nearest center on the 12th month FROM signing the contract.

B_i = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component

(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

F_o = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the 12th month from signing the contract

F_i = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month of the under consideration.

P_f = Percentage of fuel and lubricants component of the work.

Note : For the application of this clause, the price of High Speed Diesel has been chosen to represent fuel and lubricants group.

Bank Guarantee Form for Mobilization and Construction Machinery Advance

To,

..... (name of Employer)

..... (address of Employer)

..... (name of Contractor)

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

We, the (bank of financial institution), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to (name of Employer) on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding (Amount of guarantee)* (In words).

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until (Name of Employer) receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal :-

Name of Bank/Financial Institution :-

Address :

Date :-

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

Annexure – T

(See clause 33 of Section 3 –GCC)

Physical Completion Certificate

Name of Work:

.....
.....
.....

Agreement No. Date

Amount of Contract Rs.

Name of Agency :

Used MB No. -----

Last measurement recorded

1. Page No & MB No.
2. 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

Chief executive officer

.....
.....
.....

Executive Engineer

.....
.....
.....

Final Completion Certificate

Name of Work:

.....
.....
.....

Agreement No. Date.....

Name of Agency :

Used MB No. -----

Last measurement recorded

1. Page No & MB No.
2. 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

Chief executive officer

.....
.....
.....

Executive Engineer

.....
.....
.....

Salient Features of Some Major Labour Laws Applicable

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

- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments

who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

SECTION 3

Part – II Special Conditions of Contract [SCC]

1. Royalty clearance certificate from the concerned Mining Department of the concerned District is must before preparation of Final Bill or Affidavit of source of purchase of material consumed in the work in accordance with compliance of Hon'ble High Court Jabalpur will also be accepted for clearing of final bill subjected to verification of Affidavit from concerned mining branch of the district. Please refer MP PWD Order No. F/23/4/19 dated 03.02.2003
2. Supervision and Quality Control SQC consultant will be appointed by JSCL for the supervision and quality control related work under the contract project. The contract work will be executed on the General arrangement drawings and designs prepared/ approved Nigam's authorized Engineer's shall also be supervising the contract work and the contractor(s) shall make available to the SQC consultant full access to the site of work and the site-testing laboratory and Contractor and their representative will have to be present during such supervision and inspections. All instruction given by the SQC consultant shall be followed in full and compliance done.
3. Mobilization Advance – Mobilization advance not exceeding 10% (Ten percent) of the tendered contract against equal amount of bank Guarantee value may be given, if requested by the contractor in writing, within one month of the order to commence the work. Such advance shall be paid in two instalments to be determined by Executive Director, JSCL, at his sole discretion. The first instalment of such advance shall be released to the contractor on the request made by the contractor. The second instalments shall be released only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment of Mobilization advance is released, the contractor shall submit a Bank Guarantee Bond from Schedule Bank for the amount of advance. This shall be renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.
4. **Interest and Recovery of mobilization advance:** The mobilization advance as above will bear a simple interest at the rate of **10% (Ten percent) per annum**, and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such advance shall be made by the deduction from the contractor's bills.
5. For delay in execution of the project the compensation to SQC shall be payable by the contract agency. The amount of compensation shall be decided by MD JSCL Jabalpur in the light of the claim raised by SQC.

6. The tenderer shall acquaint himself with the proposed site of work, its sub soil strata, soil investigation reports, underground water tables and its approach roads before quoting his rates. The construction of any diversion road or repair of any existing diversion and its maintenance during the execution of the work shall all be carried out by the tenderer for which no extra payment would be made to him.

The contractor shall furnish the detail programme for completion of work within 15 days from the date of issue of work order. He will also submit the monthly progress report of the work done.

If, for any reasons, any part of the site is not available temporarily for some time, for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled for any compensation for any loss suffered by him and revision in the rates quoted by him:-

1. On account of delay in commencing the work by the contractor.
2. On account of reduction in the scope of work.
3. On account of suspension of work or abandoned after award of work.
 1. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account. The contractor shall make his own arrangement for water required for construction

Subletting shall be allowed only for specialized works like Electrical, Water supply work such as overhead tank, with prior intimation/permission of MD JSCL, Jabalpur, but the Principal contractor shall not be relieved of any responsibilities as per agreement.

1. The water for construction work shall be got tested quarterly from the laboratory stalled at site and approved by the Engineer's and SQC agency to ensure its suitability for construction. The charges for these tests and related arrangements shall be borne by the Contractor. In the event of water found unsuitable for construction, the contractor shall make alternative arrangement for suitable water from any other source to the satisfaction of the Engineer's and SQC agency. However, the contractor shall not be paid any extra on this account.

2. On account of security consideration, some restrictions may be imposed by the security staff on the working movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be entertained.
3. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work. The contractor will have to work out and take approval of any diversion plan needed for execution of work from appropriate authority.
4. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. This will also cover the defect liability period. Nothing extra on this account shall be payable to the contractor on this account.
5. The work shall be carried out, complying in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed, specifications, condition of contract, drawings or as directed by the Engineer's and SQC consultant.
6. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which are liable to be paid.
7. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down and as directed by the Engineer's and SQC consultant.
8. The contractor shall submit samples of material to the JSCL Engineer and SQC consultant for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineers and SQC consultant of the project before procuring bulk supplies. These approved samples shall be preserved

and retained in the custody of the Engineer's and SQC agency as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.

9. In order to ensure quality of work during its execution the contractor shall be required to get all the necessary mandatory and other tests as per MORTH specifications / IS codes, carried out on materials / work from the site laboratory as per the direction of the Engineer's and SQC consultant. The cost of all material, testing charges and conveyance from the site may be borne by the contractor. In addition to it, JSCL shall conduct a random of 10% tests as instructed by Engineer's and SQC agency, which shall be conducted at JEC Jabalpur or VNIT Nagpur or in MPPWD Lab or in LUN Lab or other Government or Semi Government lab as instructed by Engineer's and SQC agency and the cost of the same shall be borne by contractor. Test can also be conducted at PWD NABL lab in addition to above.
10. In case any material at work is found sub-standard the same shall be rejected by the Engineer's and SQC consultant representative and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer's and SQC agency at the risk and cost of the contractor without giving any further notice and time.

11. Cement

1. The contractor shall procure 43 grade (conforming to IS: 8112)/53 grade Ordinary Portland Cement only as required for the work from the reputed manufacturers of cement, i.e. from A.C.C., Ultratech, J.K., or Birla only. Supply of cement shall be taken in 50 kg bags bearing manufacturers name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer's and SQC agency and got tested in accordance with provisions of relevant IS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant IS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer's and SQC agency, to do so. Portland Pozzolana Cement will not be permitted.
 2. The cement shall be brought at site in not less than 25 tones lots.
12. The contractor shall procure steel reinforcement bars TMT-FE-415/500 (Thermo

Mechanically Treated bars) conforming to relevant IS codes IS- 32, IS- 1139 and IS- 1786 from SAIL, TISCO, VIZAG RINL, GOYAL, ZINDAL, AMBA, SURYA. Structural steel of main Producer only shall be permitted for use. The contractor shall have to obtain and furnish test certificates to the Engineer's and SQC agency in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer as per the provision in this regard in relevant IS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week's time from the written orders from the Engineer's and SQC agency to do so. The cost of steel, testing charges and to & fro cartage shall be borne by the contractor.

The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking at any time as and when desired by the Engineer's and SQC agency.

13. Service Tax on above contract shall be liability of Contractor/Contract Agency only.
14. Signboard size 2' x 4' in angle Iron 50 x 50 x 5 mm MS sheet i/c civil work Painting, Writing work as per direction of Nigam shall be supplied and installed at site free of cost before start of work. Location of signboard shall be decided by Nigam.
15. Necessary test report on the expense of Contractor performed by Govt. Deptt./Semi Govt. Deptt./ Engg. College/Govt. Polytechnic College, Jabalpur will be accepted before preparation of bill in addition to field test to be conducted at work site by own installed lab of Contract agency.
16. Proof of purchase of cement bags and bitumen & its consumption duly certified by concerned AE and SQC is must along with running bills.
17. Security deposit deducted from bills shall be refunded as per special terms and condition for defect liability and maintenance period from the date of completion. Rectification of defects of contract work i /c maintenance shall be responsibility of contractor during five years period. 50% amount will be refundable after 3 years and 50% amount will be refundable after 5 years period subject to satisfactory completion of performance guarantee and defect liability work duly verified by SQC and client.
18. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted

rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.

19. The contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.
20. The Contractor shall conduct Total Station Survey of the site, including, Bench Marking Pillars, DTM, GTS Bench Triangulation, 3d-Polylines, etc., as per IRC-SP-19, IRC-5 and MORT&H specifications and soil investigations as required. The contractor shall get the methodology and output model approved by the SQC Consultant. The survey shall include validation wherever required. The contractor shall use Digital GPS if required; Total Station based Method for layout of proposed work including vertical profiling as per approved Design and Drawings.

21. Extension of time in Consequence of Alterations

The time for the completion of the work shall be extended in the proportion of the work altered or added.

22. Rates for works/items Not in Bill of Quantities

- a) During the execution of work there is likelihood of such items of work which do not find place in the bills of quantities for which the contractor has not quoted his rates. On such items, rates printed in SORs (MPPWD for Road and Bridge works w.e.f 06.06.2016; MPPHED for Water Supply works and sewerage system w.e.f 01.06.2016. & MP PWD building works SOR w.e.f 01.08.2014 ; MP PWD Electrical SOR w.e.f 01.08.2014, and JSCL Jabalpur SOR of year 2014-15 with all amended upto date of issue of NIT). Execution of extra items will be binding on the contractor. The item, rate and unit mentioned in relevant SORs' shall be binding for execution. The above or below shall be applicable as per quoted percentage in bid.
- b) If during the course of execution where it is found necessary that certain item/items of work are not provided in the B.O.Q. require to be carried out then the Engineer shall identify such item/items including approximate quantity of the work and ask the contractor to submit his rates in writing supported by the requisite data within a period of 7 days. The Engineer-in-Charge shall obtain approval/modification of the proposed rate from the Executive Director and communicate the same to the contractor. Rates as fixed by the Executive Director then they shall form a part of the supplementary schedule of the contract agreement. The contractor will not

however be entitled to any compensation due to delay or hindrance or loss or profit accruing on account of this extra work be executed.

The quantities of any item in the Bill of Quantities are approximate indicate the extent of work, which may vary to any extent and may even, be omitted, thus altering the aggregate value of contract. The JSCL reserve rights to increase/decrease the amount of contract value up to 10% (Ten Percent). and further that, with mutual consent works may be increased up to 25%. No claim shall be entertained on this account.

23. **Contractor** has to set up a central site office suitably located in project area at his own cost making it accessible from all the work area. The site office shall have computer facilities with required configuration, numbers and accessories.
24. The Contractor shall have to provide and maintain furnished temporary Site **Office** minimum 50 sqm area for the Staff of the Nigam and SQC consultant at his own cost, it shall include all items like Electric Supply, electrical Fittings, internal Partitions, Telephone, Lights, Fans, Air Coolers, Drinking Water Facilities, etc. The Site Office with all required Furniture fittings shall be the property of Contractor and same shall be removed by the contractor on completion of the Works.
25. 3 Android Mobile phones (preferable Group Mobiles service with billing limits of Rs 3,000 pm for 3 mobiles) shall be provided and maintained by the contractor at his own cost during full Construction Period for the JSCL Officials supervising the project.
26. Submission of Completion Drawings/as built drawings and Coloured photographs of completed works in Hard + Soft Copy. Any other item as directed by the SQC consultant including appropriate Indemnity and Insurance policies as specified and as required.
27. All stipulated measures regarding labour employment and their welfare are to be complied with. Contractor will pay the minimum wages to workers according to the rates fixed by Collector, Jabalpur
28. Cleaning of site before handing over of the Works; to the JSCL.
29. The Nigam shall provide the right-of-way for road and other works to the contractor. However, the contractor shall have to make his own arrangements for the land required by him for borrow areas, quarries, ancillary site offices except central, installation of Plants, crusher, casting yard, testing laboratories, including labour camps, other camps, etc.
30. JSCL reserve the right to change the location of works to be constructed.
31. **Traffic Management and Safety**

- a) The Traffic Management Plan shall be evolved in close co-ordination with SQC consultant and. Suitable precautions shall be taken to ensure safety of Road Users and work Personnel during execution by all proper means.
- b) The contractor shall prepare traffic diversion plan and provisions for smooth flow of traffic during execution at site.
- c) The Contractor has to arrange for complete safety of the persons working for the project, users of the Road, i.e. Public and vehicles. The contractors Personnel shall ensure the safety by provision of Traffic Diversion where ever necessary by using diversion signs, traffic drums traffic cones, blinkers, safety tapes, and thermoplastic paint markings etc. securing the area of work from traffic flow. No extra payment shall be given for the same.
- d) For night working, necessary florescent Marking on Traffic Signs/barricading to be provided that it should be visible at night. The safety in charge Personnel shall be provided with florescent jackets. Proper illumination of the work site shall be ensured by the contractor during night working.

32. Insurance

The Contractor shall provide, in the joint names of the JSCL and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Works, Plant and Materials and equipment;
- b) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and

Policies and Certificates for Insurance shall be delivered by the Contractor to the MD-JSCL before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the MD-JSCL may affect the insurance which the Contractor should have provided and recover the premiums the MD has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alterations to the terms of insurance shall not be made without the approval of the M.D., JSCL Jabalpur.

33. The **Contractor** shall take photographs of site prior to the commencement of work, during construction fortnightly and at the end of Completion of Work and shall submit soft and hard copies to the JSCL, Jabalpur.

34. DI pipes, shall be supplied at site after third party inspection at manufacturing plant. The third party quality agencies such as RITES or SGC. The payment to third part quality agency shall be borne by the contractor.

BOQ

PAYMENT BREAKUP SCHEDULE OF NMT

PAYMENT BREAKUP SCHEDULE CONSTRUCTION OF NMT LANE

| SNo. | Item | Percentage cost | Cumulative percentage |
|------|---|-----------------|-----------------------|
| 01 | Excavation -Excavation for roadway in soil including loading in truck for carrying of cut earth to embankment site with all lifts and lead upto1000 metres and as per relevant clauses of section-300 | 3% | 3% |
| 02 | Earthwork for NMT Widening of road work for sub grade material Construction of Hard Shoulder with approved material/selected soil having CBR >12 i/c excavation all lifts & leads i/c grading to required slope & camber of 4% and compacting using vibratory roller of 80 to 100 kN static weight to meet requirement as per relevant clause of 400. | 5% | 8% |
| 03 | GSB (granular sub-base) Construction of granular sub-base by providing coarse graded material, spreading in uniform layers with on prepared surface, mixing by mix in place method at OMC, and compacting with vibratory roller to achieve the desired density, complete in all respect and as per relevant clauses of section- 400.Grade III | 10% | 18% |
| 04 | Water Bound Macadam Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform hand racking, rolling with vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and booming requisite type of reining/ binding materials to fill up the tices of coarse and compacting to the required density and as per relevant clauses of section-400 | 20% | 38% |
| 05 | Primer Coat Providing and applying primer coat with bitumen emulsion on prepared surface of granular Base including clearing of road surface and spraying primer at the rate of 0.75 kg/sqm using mechanical / Manual means and as per relevant clauses of section 502. | 12% | 50% |
| 06 | Tack Coat Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor on the prepared bituminous / granular surface cleaned with mechanical broom and as per relevant clauses of section 503. '@0.25 kg per sqm | 10% | 60% |
| 07 | Open-Graded Premix Surfacing Providing, laying and rolling of open-graded premix surfacing of 20mm thickness composed of 13.2mm to 5.6mm aggregates using 60/70 grade bitumen to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in hot mix plant, laying with paver finisher and rolling with a smooth wheeled roller 8-10 tonne | 10% | 70% |

| | | | |
|----|---|-----|------|
| | capacity, finished to required level and grades excluding primer and tack coat and as per relevant clauses of section-511. | | |
| 08 | Seal Coat Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type A and B seal coats and as per relevant clauses of section-513 with bitumen. (ii) Type B (Premixed Seal Coat with hot mix plant & paver finisher) (ii) Type B (Premixed Seal Coat with hot mix plant & paver finisher) | 5% | 75% |
| 09 | M20 Wheel Guard/ boundary pillars Providing and laying Plain/Reinforced cement concrete (mixed in concrete mixture) in open foundation including form work shuttering etc. complete as per drawing and technical specifications and as per relevant clauses of sections 1500, 1700 & 2100 With RCC Grade M20 with 20 mm maximum size of Aggregate Wheel Guard | 10% | 85% |
| | STEEL Supplying, fitting and placing HYSD bar reinforcement in sub-structure complete as per drawing and technical specifications and as per relevant clauses of sections 1600. | 10% | 95% |
| 11 | NMT Marking Painting lines, dashes, arrows etc. on roads in two coats on new work with ready mixed road marking paint conforming to IS:164 on bituminous surface, including cleaning the surface of all dirt, dust and other foreign matter, demarcation at site and traffic control as per relevant clauses of section-800 & I.R.C.-67 | 5% | 100% |

Note:-

- Above Percentage Break-up will be applicable to price quoted in BOQ-Schedule for above Work. Payment of work executed, in accordance with the break-up will be made.**

Notes :

- Rates and Item printed in Concerning SOR's in BOQ shall be final and binding for execution. There might be typographical mistake.
- Rate and Item mentioned in Non SOR items in BOQ in this Bid shall be final and binding for the execution of work.
- Tender rate approved either below or above will be applicable either below or above will be applicable for above items.

SECTION 5

AGREEMENT FORM

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 (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

Sheet : 3

Sheet : 4

Proforma for Application for Extension of Time Period

PROFORMA FOR APPLICATION FOR EXTENSION OF TIME PERIOD

1. Name of the Contractor :
2. Name of the work as given in the agreement :
3. Agreement no :
4. Estimated tender amount :
5. Date of commencement of work as per Agreement :
6. Period allowed for completion of works as Per agreement :
7. Date of completion stipulated in agreement :
8. Period for which extension of time has been given previously :
9. Reasons for which extensions have been previously given.(Copies of the previous extensions to be attached).
10. Period for which extension is applied for :
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
 - 1.Serial no :
 - 2.Nature of hindrance
 - 3.Whether contractor is responsible for delay: :

- 4. Date of occurrence :
- 5. Period for which it is likely to last :
- 6. Period for which extension required :
for this particular hindrance
- 7. Overlapping period if any, with :
- 8. Reference to item(e) above :
- 9. Net extension applied for :
- 10. Amount of penalty i/e to be levied if contractor is responsible for delay. :
- 11. Extension of time required for extra work :
- 12. Details of extra works and amount involved
 - 1. Total value of extra works :
 - 2. Proportionate period of extension of time :
on estimated amount put to tender.
Total extension of time required for 11) & 12):

Signed by SQC Consultant
Signed by Assistant Engineer

Signature of Contractor
Date:

Sheet: 5

Sheet : 6

1. Quality Assurance and maintenance manual-

- A. To ensure the specified quality of the work, the contractor shall prepare a quality assurance plan within one month from the date of work order.
- B. The contractor shall also prepare and submit a maintenance manual giving procedure for maintenance with the periodicity of maintenance works including inspection, tools and equipments to be used. The manual shall be submitted within the contract period.

2. Scope of work during Defect Liability Period and Maintenance -

- A. The Specification shall apply to all items of road maintenance works as required to be carried out under the contract or as directed. The work shall be carried out in conformity with relevant specifications to the required levels, grade and lines using approved materials. In execution of maintenance works, a reference is made to the “**IRC publications manual for maintenance of Roads**” and MORT&H Specifications for guidance and compliance, wherever applicable. Wherever the specification is not clear good engineering practice shall be adopted in the construction/maintenance to the satisfaction of the Engineer.

3. Defect liability and Maintenance period shall be of 60 (sixty) months,

The scope of work for Road, Drain, Culvert, Water Supply Works, 33 Kv, 11 KV Electric Line, 33/11 KV Substation, Street Light, and Plantation during 5 years period shall be as follows:

- 1. The cost of maintenance and rectification of defects shall be deemed to be included in tender and no extra shall be paid.
- 2. Upkeep and repairing of road pavement and side shoulders, rain cuts, cutting of grass etc. at regular intervals and immediately after defects seen/informed.
- 3. Re-check top and side levels at the interval of 3 (three) months and any deterioration or change in slope should be rectified within a period of one month.

4. Cleaning road side drains monthly.

- a) Keeping the sign boards and other traffic aids and furniture in good conditions.
- b) Maintenance of road side Drains, culverts, plantation, water supply works,

etc.

- c) Pot holes, patch repair, rectification of settlement of bituminous pavement.

The scope of work for Water Supply works during this period shall be as follows:

1. Complete Maintenance & Repair of all Mechanical Equipments, Pipe line, OH Tank, Sump Well etc. will be done by Contractor for the time period of 5 year (five year).
2. Complete Maintenance & Repair of Sealant of contraction, longitudinal or expansion joints and leakage of OH etc. will be done by Contractor till the end of defect liability period.
3. Any defect, Shrinkage or other fault appear in works during the defect liability period of 60 months, after certificate of completion issued to contractor, due to defective or improper material or workmanship, the contractor on receipt of the written notice shall make good the defect at his own expense. In case of default, the same would be made good at the expense of the contractor, to be adjusted from any outstanding dues or the performance guarantee available with the Nigam.
4. Any Delay or inconvenience caused by delay in carrying out repairs/ Defect Removal will be assessed by the Nigam and penalties not exceeding Rs. 75,000/- (Rupees Seventy Five Thousand only) Per month be imposed during a period of noncompliance for maintenance and defect liability.