

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING & FIVE YEAR
OPERATION AND MAINTENANCE CONTRACT OF SIX LEVEL SEVEN GRID OVER-
GROUND ELECTRO-MECHANICAL TYPE CAR PARKING SYSTEM FOR MANAS
BHAWAN, JABALPUR (M.P)

TENDER NO. : REF NO./JSCL/2017/51/PRO/714

DATED: 01-02-2017

JABALPUR SMART CITY LIMITED, JABALPUR,
ADDRESS: SMART CITY OFFICE MANAS BHAWAN , JABALPUR M.P.

Phone: 9425180673

JABALPUR SMART CITY LIMITED

Ref No/JSCL/2017/51...

PRO/714


Date

04/02/2017

NIT

Jabalpur smart city limited (SPV), invites online proposal for “**Design , Supply, Installation , Erection, Testing & Commissioning with Five Year Operation and Maintenance for Six Level, Seven Grid, Over Ground Electromechanical Type Car Parking System at Manas Bhawan Jabalpur.**” from empanelled consultants in Ministry Of Urban Development as per Oder no . K.14012/101(11)2016-SCM-III-V, Dated 29th July, 2016. Detail information can be downloaded from www.mpeproc.gov.in.

Key Dates:	
Tender reference Number	
Pre-bid meeting held on	15.02.17 at 12.00 noon
Last date for purchase the Tender	06.02.17 to 23.02.2017
Last date of online Submission	25.02.2017, at 05:30 pm
Last date of Physical Submission	28.02.2017, up to 05:30 pm
Date of opening of Technical Bids	01.03.2017
Date of opening of Financial Bids	04.03.2017
Tender Document Cost	Rs.15000/-
Earnest Money Deposit	Rs.2,12,000/- (FDR, in favour of Executive director JSCL, Jabalpur)


Executive Director

Jabalpur Smart City Limited

JABALPUR SMART CITY LIMITED



Reg. No./ JSCL/ 2017/ 51/ PRO/ 714/ Date 1.2.17

NIT

Smart City

Jabalpur Smart City Limited (SPV), invited online proposal for
“ **Design, Supply, Installation, Erection, Testing & Commissioning with Five Year Operation and Maintenance for Six Level, Seven Grid, Over Ground Electromechanical Type Car Parking System at Manas Bhawan Jabalpur**” from
expelled consultants in Ministry of Urban Development as per
Order no. K14012/101(11)2016-SCM-III-V, Dated 29th July, 2016.
Detail information can be downloaded from www.mpeproc.gov.in.

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Last date of physical submission	28.02.2017 upto 05.30 pm
Date of opening of technical bids	01.03.2017
Date of opening of Financial bids	04.03.2017
Tender Document Cost	Rs. 15,000.00
Earnest Money Deposit	Rs. 2,12,000.00/- (FDR, in favour of Executive director JSCL, Jabalpur)

Chief Executive Director, Jabalpur Smart City Limited

07888

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING & FIVE YEAR
OPERATION AND MAINTENANCE CONTRACT OF SIX LEVEL SEVEN GRIDOVER-
GROUND ELECTRO-MECHANICAL TYPE CAR PARKING SYSTEM FOR MANASH
BHAWAN, JABALPUR (M.P)

PART – I

TECHNICAL BID

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JABALPUR Municipal Corporation, JABALPUR

NOTICE INVITING TENDER

Ref. no./JSCL/2017/51/PRO/714

Dated: 01/02/2017

JABALPUR SMART CITY LIMITED, Jabalpur invites tenders/Bid in two cover system from the eligible firms for following work:

Name of work	Estimated cost (Rs.)	EMD (Rs.)	Time for completion	Last Date of download of Tender Document	Last date and time of receipt & opening of tender.
Supply, Installation, Erection, Testing And Commissioning & Five Year Operation And Maintenance Contract Of SIX LEVEL SEVEN GRID Over-Ground Electro-Mechanical Type Car Parking System For MANASH BHAWAN, JABALPUR(M.P)	2,11,25000/-	2,12000/-	6 Months	23-02-2017	Bid closing: 25-02-2017 Bid opening: 01-03-2017

The Pre bid conference will be held on 15-02-2017 at 12 noon in the Office of Commissioner Jabalpur Municipal Corporation, Jabalpur M.P.

The Hard Copy of original instruments in respect of cost of tender document, earnest money, and other documents in original as asked in this tender document must be delivered to the 28-02-2017 upto 5:30 P.M. on or before bid closing date/time as mentioned in critical date sheet. Tender shall be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid.

The Demand Draft attached/submitted against the cost of tender shall be non refundable.

ELIGIBILITY CRITERIA:-

- (i) Completed DSITC of 3 or above levels over-ground puzzle type multi-level & multi-grid electro mechanical car parking system at least one work for Central/State Govt./PSU/Govt. undertakings/Autonomous bodies/Development Authority/Municipality of minimum 37 cars during last 5 years.
- (ii) The firm should have completed at least one work of comprehensive maintenance and operation of 3 or above Pit Type/Over ground Puzzle type multi-level electro mechanical car parking system in the PSU/Govt Bodies during last 5 years.
- (iii) Similar work shall mean works of supply, installation, erection, testing and commissioning of multilevel electro mechanical car parking of minimum 3 or more stories.
- (iv) The firm should have average annual financial turnover equal to PAC (Probable amount of contract) supply, installation, erection, testing and commissioning of multi-level & multi-grid over-ground puzzle type electro mechanical car parking.
- (v) The firm shall be working in the field of Supply, installation, erection, testing and commissioning of multi-level & multi-grid 3 or more level over-ground puzzle type electro mechanical car parking work for the past 5 years consistently.

Parties fulfilling the above indicative eligibility criteria can download tender document online from the www.mpeproc.nic.in website. Cost of tender document shall be paid online only . JABALPUR SMART CITY LIMITED, reserves the right to reject any or all the tender/tenders without assigning any reason thereof.

Sd/-

JABALPUR Municipal Corporation, JABALPUR

NOTICE INVITING TENDER

Ref. no./JSCL/2017/51/PRO/714

Dated: 01/02/2017

JABALPUR SMART CITY LIMITED, JABALPUR invites tenders/bid in two cover system from the firm having valid registration or doing similar nature work in appropriate Class with CPWD, MES, Railways or any Central/State Govt. Organization for the following work:-

JABALPUR SMART CITY LIMITED, JABALPUR invites tenders/Bid in two cover system from the eligible firms for following work:

Name of work	Estimated cost (Rs.)	EMD (Rs.)	Time for completion	Last Date of download of Tender Document	Last date and time of receipt & opening of tender.
Supply, Installation, Erection, Testing And Commissioning & Five Year Operation And Maintenance Contract Of SIX LEVEL SEVEN GRID Over-Ground Electro-Mechanical Type Car Parking System For MANASH BHAWAN, JABALPUR (M.P)	2,11,25,000/-	2,12,000/-	6 Months	23-02-2017	Bid closing: 25-02-2017 Bid opening: 01-03-2017

Detailed NIT, eligibility criteria and tender document along with Instruction to the Bidders can be seen at "JABALPUR SMART CITY LIMITED, JABALPUR website www.mpeproc.nic.in".

Executive Engineer
Jabalpur Smart City limited

FORM OF TENDER

To,

Name of Work: SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING & FIVE YEAR OPERATION AND MAINTENANCE CONTRACT OF SIX LEVEL SEVEN GRIDOVER-GROUND ELECTRO-MECHANICAL TYPE CAR PARKING SYSTEM FOR MANAS BHAWAN, JABALPUR (M.P)

Sir,

1. Having visited the site and examined the General, Special and other Conditions of contracts, General specifications and Detailed specifications, Schedules and Bill of Quantities along with all appendix and annexure for the above work, I/We offer to execute the above said work in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/We undertake to complete and deliver the whole of the work comprised in the tender within the time as stated in the tender and also in accordance with the specifications, conditions and instructions as mentioned in the tender documents.
3. I/We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by JABALPUR SMART CITY LIMITED, JABALPUR, in the event of works not being completed in time.
4. I/We agree to abide by this tender. I/We agree to keep the tender open for a period of 180 days from the date of opening of price bids or extension thereto as required by the JABALPUR SMART CITY LIMITED, JABALPUR, and not to make any modifications in its terms and conditions.
5. A sum or Rs..... (Rupees) is hereby forwarded in the form of Demand Draft / FDR no..... dated issued by (Name & branch of bank) payable at as earnest Money. I/We agree, if I/We fail to keep the validity of the tender open as aforesaid or I/we make the modifications in the terms and conditions of my/our tender or I/we fail to commence the execution of the works as above than I/We shall become liable for forfeiture of my/our Earnest money, as aforesaid and JABALPUR SMART CITY LIMITED, JABALPUR shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by JABALPUR SMART CITY LIMITED, JABALPUR, towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/We agree to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/or security deposit.

6. If this tender is accepted, I/We undertake to enter into, at my/our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and extended this tender together with your acceptance thereto shall constitute a binding contract.
7. I/We agree that if my/our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the contract.
8. I/We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
9. I/We are enclosing herewith "Time Activity Schedule" so as to complete the work within stipulated time.
10. I/We confirm that all statements documents, information submitted/given with this tender or in support of tender is/are true, genuine, authentic, legitimate and valid. I agree that at any time before award of work or after award to selected/successful bidder in case any of these statement document, information is/are found incorrect, false, willful misrepresentation or omission of facts or submission of false/forged documents, the EMD/Security deposit submitted by me/us shall be forfeited by JABALPUR SMART CITY LIMITED, JABALPUR,
11. I/We certify that the tender submitted by me/us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

duly authorized to sign & submit tender for an on behalf of

(Name and address of firm)

M/s

Telephone Nos.

FAX No.

Witness:

Signature:

Name :

Occupation:

Address:

Telephone nos.:

INSTRUCTION FOR SUBMISSION OF BID

1. Tender/Bid should be submitted in two covers viz. Envelope-1 (containing technical bid) and Envelope-2 (containing price bid) and both of these covers should be placed in Envelope marked as Tender Documents:

2. The first cover/envelope containing Part-1 shall be submitted along with the following documents:
 - a) Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
 - b) Earnest Money Deposit (Demand Draft/ FDR in favour of ' Executive Director JABALPUR SMART CITY LIMITED, JABALPUR, payable at JABALPUR).
 - c) Certificate of Memorandum of Association & Article of Association/Partnership deed, as applicable.
 - d) Certificate of document in proof of experience of similar nature of work during last Five years along with documentary proof (ending March, 2016).
 - e) Certificate of Balance Sheet and the Profit & Loss Account together with Tax Audit Report duly certified by a firm of Chartered Accountant for the last 3 financial years or CA Certificate of last 3 financial years i.e.,2014-15, 2015-16, 2016-17.
 - f) Bidder shall furnish Copy of list of the supervisory persons and other technical persons he wish to deploy in this job along with their experience details.
 - g) Certificate of Letter of Authority for signing and negotiation of bid.
 - h) Certificate of Document in the respect of PAN, service tax, TIN number, VAT number, EPF registration.
 - i) Certificate of Any additional relevant information to be furnished by the bidder.

The Second cover containing Part-2 shall be submitted along with the following documents

- a) Price Bid should be submitted online only.

It may please be noted that:-

- (a)** The price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part- I only. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.

 - (b)** Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened online in the presence of bidders or their authorized representatives who may like to be present, on a suitable date to be intimated to such tenderers separately.
4. Bidders are advised to submit their offers strictly based upon the detail terms and conditions contained in "INSTRUCTION TO BIDDERS" being a part of this tender document /corrigenda issued from time to time and not to stipulate any deviations. JABALPUR SMART CITY LIMITED, JABALPUR, reserves the right to evaluate bids containing such deviations and accept or reject any part or whole of the same without showing any reason whatsoever.

5. JABALPUR SMART CITY LIMITED, JABALPUR, reserves the right to reject any or all bids without assigning any reasons.
6. The bid can only be submitted in online.
7. Any annotation or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Bid filled in any other language will be summarily rejected.
8. The firms interested in the work must have a good track record and must not have been black-listed by any Government Organization/ PSUs / Statutory Body / Major Ports in course of last 5 years. Bids of such black listed firms will not be considered by the Authority. The intending tenderers must have positive net-worth as on 31.03.2016. This fact should be certified by a Chartered Accountant. The tenderer must also submit banker's certificate along with the offer regarding the financial credibility/solvency of the firm.
9. Bidder shall sign their proposal with the exact name of the firm. The bid shall be duly signed by an authorized person of the bidders' organization as following:
 - (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
 - (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
 - (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956 or 2013.
 - (e) Two or more firms interested in work may also submit joint bid. In such case, all the firms have to submit a memorandum of understanding along with the joint bid. In that case, the lead partner will sign all tender documents. The sponsoring firm/lead partner shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and

furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished along with the Tender.

10. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
11. The bid document shall be completed in all respects and shall be submitted online together with the requisite information and appendices. They shall be completed and free from ambiguity, change or inter-lineation.
12. If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.
13. JABALPUR SMART CITY LIMITED, JABALPUR shall have a unqualified option under the said bid bond to forfeit the EMD in the event of Bidder failing to keep the bid valid upto the date specified or refusing to accept work or carry it out in accordance with the bid if the JABALPUR SMART CITY LIMITED, JABALPUR, decides to award the work to the Bidder.
14. The EMD shall be retained with the JABALPUR SMART CITY LIMITED, JABALPUR until finalization of tenders. If any statements documents/information submitted by tenderer is found false/incorrect, willful misrepresented or omission of facts or fake/forged documents, the EMD shall be forfeited.
15. JABALPUR SMART CITY LIMITED, JABALPUR shall, however, release the EMD in respect of unsuccessful bidders immediately after placement of order to successful bidder. EMD of successful bidder will be converted into security refundable deposit. In case of any breach of contract, EMD will be forfeited.
16. The EMD shall be retained with the JABALPUR SMART CITY LIMITED, JABALPUR until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit or performance guarantee in accordance with tender conditions, EMD shall be forfeited. In the event of the Bidder becoming the successful CONTRACTOR. The amount of EMD would be adjusted against the Security deposit.
17. JABALPUR SMART CITY LIMITED, JABALPUR shall, however, arrange to release the EMD in respect of unsuccessful bidders immediately after placement of order to successful bidder. No interest shall be payable on EMD by JABALPUR SMART CITY LIMITED, JABALPUR.

DEFINITIONS

1. The contract means the documents forming the tender and acceptance thereof and the format agreement executed between the Competent Authority on behalf of the Commissioner, Municipal Corporation of JABALPUR and the CONTRACTOR, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them;
 - (i) The expression work or work shall unless there be something either in the subject or context repugnant to such constructions be construed or taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original offered substituted or additional.
 - (ii) The 'CONTRACTOR' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iii) The 'Employer' means the Commissioner, JABALPUR Municipal Corporation, JABALPUR and his successors.
 - (iv) The 'Engineer/Engineer-in-charge' means the Engineer officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Employer.
 - (v) 'Engineer-in-charge representative' shall mean any officer of the Authority nominated by the Engineer to work on his behalf for supervision, checking, taking measurement, checking bills ensuring quality control, inspecting works, issue instructions and other related works for completion of the project.
 - (vi) 'JABALPUR SMART CITY LIMITED, JABALPUR/Authority/Department/Owner' invites tenders on behalf of the JABALPUR Municipal Corporation, JABALPUR.
 - (vii) The term 'Day' shall mean a calendar day beginning and ending at midnight.
 - (viii) The term 'Week' shall mean seven consecutive calendar days.
 - (ix) The term 'Month' shall mean the English calendar month.
 - (x) Excepted Risk are risks due to riots (other than those on account of CONTRACTOR's employees) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Govt. damages, acts of God, such as earthquake, lightning and unprecedented flood, and

other causes over which the CONTRACTOR has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Govt. of the part the works in respect of which a certificate of completion has been issued or a cause solely due to Govt., faulty design of works.

- (xi) Market rate shall be as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus and percentage mentioned in tender to cover all overheads and profits.
- (xii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the Govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xiii) District specifications mean specifications followed by the State Government in the area where the work is to be executed.
- (xiv) Tendered value means the value of the entire work as stipulated in the letter of award.

Integrity Pact

To,

M/s

.....

.....

.....

.....

Sub:- SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING & FIVE YEAR OPERATION AND MAINTENANCE CONTRACT OF SIX LEVEL SEVEN GRIDOVER-GROUND ELECTRO-MECHANICAL TYPE CAR PARKING SYSTEM FOR MANASH BHAWAN,JABALPUR(M.P)

Dear Sir,

It is hereby declare that JABALPUR SMART CITY LIMITED, JABALPUR is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the JABALPUR SMART CITY LIMITED, JABALPUR,

Yours faithfully

To,

Sub: Submission of tender for Supply, Installation, Erection, Testing And Commissioning & Five Year Operation And Maintenance along with CMC (Comprehensive maintenance Contract)Contract Of SIX LEVEL SEVEN GRID Over-Ground Electro-Mechanical Type Car Parking System For MANASH BHAWAN, JABALPUR (M.P).

Dear Sir,

I/We acknowledge that JABALPUR SMART CITY LIMITED, JABALPUR is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by JABALPUR SMART CITY LIMITED, JABALPUR, I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, JABALPUR SMART CITY LIMITED, JABALPUR shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder(s))

**To be signed by the bidders' and same signatory competent/authorized to
Sign the relevant contract on behalf of JABALPUR SMART CITY LIMITED,
JABALPUR.**

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this Day of..... 20.....

BETWEEN

JABALPUR SMART CITY LIMITED, JABALPUR, (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/Firm/Company)

through(hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/CONTRACTOR" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender _____ (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Submission of tender for the Work for "Supply, installation, erection, testing and commissioning & 1 Year Operation & Maintenance Contract of Four Levels Eight Grid over-ground puzzle type electro mechanical car parking System for _____

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and CONTRACTOR(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/CONTRACTOR(s)

1. It is required that each Bidder/CONTRACTOR (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the JABALPUR SMART CITY LIMITED, JABALPUR all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/CONTRACTOR(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/CONTRACTOR(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/CONTRACTOR(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/CONTRACTOR(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of

competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/CONTRACTOR(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/CONTRACTOR(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/CONTRACTOR(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/CONTRACTOR(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/CONTRACTOR(s) will not, directly or through any other person or firm indulge in fraudulent practice means, a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/CONTRACTOR(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/CONTRACTOR(s) and the bidder/CONTRACTOR accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/CONTRACTOR(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the CONTRACTOR shall have powers to disqualify the Bidder(s)/CONTRACTOR(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/CONTRACTOR from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/CONTRACTOR.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or CONTRACTOR, or of an employee or a representative or an associate of a bidder or CONTRACTOR which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/CONTRACTOR as deemed fit by the Principal/ Owner.
- 3) If the Bidder/CONTRACTOR can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/CONTRACTORS/Sub-CONTRACTORS

- 1) The Bidder(s)/CONTRACTOR(s) undertake(s) to demand from all sub-CONTRACTORS a commitment in conformity with this Integrity Pact. The Bidder/CONTRACTOR shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub CONTRACTORS/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and CONTRACTORS.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the CONTRACTOR/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, JABALPUR SMART CITY LIMITED, JABALPUR, JABALPUR.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the CONTRACTOR is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/CONTRACTOR)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Date:

GENERAL CONDITIONS

1. All supplies, work proposed to be executed through contract are as notified in Notice Inviting Tender published in newspapers, JABALPUR SMART CITY LIMITED, JABALPUR, website ' _____ and ' _____.

This form will state the supplies to be made as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tender and the percentages, to be deducted from bills, copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Engineer-in-charge. These documents shall also be open for inspection by the CONTRACTOR at the office of the _____ during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a valid power of attorney authorizing him to do so, such power of attorney shall be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made to a firm must also be signed by the several partners except where the contractors are described in their tender as a firm, in which case the receipt must be signed in the name of firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the supplied form stating at what rate he is willing to undertake each item of the work. Tenderers who propose alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable for rejection. No single tender shall include more than one work, but CONTRACTORS wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Engineer-in-charge or his duly authorized representative will open tenders in the presence of any intending bidders who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the CONTRACTOR who shall thereupon for the purpose of identification sign, copies of the specification and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the respective bidder.
6. The officer inviting tenders shall have the right of rejecting any or all of the tenders without assigning any reason and will not be bound to accept the lowest tender.
7. The receipt of the Finance Department for any money paid by the CONTRACTOR will be considered as payment to the Engineer-in-charge and the CONTRACTOR shall be responsible for seeing that he produces a receipt signed by the Engineer-in-charge or the

authorized signatory of Finance Department of _____ JABALPUR SMART CITY LIMITED, JABALPUR.

8. The person/persons, whose tender(s) may be accepted (herein after called the CONTRACTOR) shall permit JABALPUR SMART CITY LIMITED, JABALPUR, Govt. at the time of making any payment to him for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount to 5% of the total cost of the work. Such deduction to be held by Govt. by way of security deposit provided always that the Govt. for this purpose should be entitled to recover the amount from each running bill unit the balance of the amount of security deposit is realized. All compensation or other sums of money payable by the CONTRACTOR under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit. In case security deposit is reduced by reasons of any deductions or sale as aforesaid the CONTRACTOR shall within 10 days make good in cash or demand draft in favour of the _____. The security deposit shall be collected from the running bills of that CONTRACTOR at the rates mentioned above and the earnest money if deposited at the time of tender will be treated as part of security deposit. No interest shall be payable on security deposit or Earnest Money Deposit.
9. The Security Deposit of CONTRACTOR shall not be refunded before the expiry of guarantee period stipulated in the contract.

CLAUSES:

1. The CONTRACTOR is to complete his work under this contract on or-before the date mentioned in the tender failing which he shall be subject to pay or allow deduction of one percent on the total amount of the contract for every day of delay subject to a total deduction of 10% of the tender value/agreement amount or the value of final bill whichever is more as liquidated damages to the JABALPUR SMART CITY LIMITED, JABALPUR,
2. In every case in which the payment or allowance mentioned in clause 1 shall have incurred for ten consecutive days, the Engineer-in-charge shall have the power to annul the contract and or have the supply completed at the CONTRACTOR's risk and expenses without any further notice to him and the CONTRACTOR shall have no claim to compensation for any loss that may incur in any case.
3. If the CONTRACTOR shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Engineer-in-charge who shall grant it in writing if there are reasonable ground for it, and without such Authority in writing by the Engineer-in-charge, the CONTRACTOR shall not claim exemption from the fine livable under Clause 2. For the completion of the rest of the works the CONTRACTOR shall be entitled such extension of time as may be determined by the Engineer-in-charge.
4. The CONTRACTOR shall inform the Engineer-in-charge of his intention of making delivery of materials and on the materials being approved the Engineer-in-charge or his

authorized representative shall grant a receipt to him no material will be considered as delivered until so approved.

5. On the completion of the delivery of material the CONTRACTOR shall be furnished with a certificate to that effect by the Engineer-in-charge but the delivery will not be considered complete until the CONTRACTOR shall have removed all rejected materials and shall have the approved materials stocked or placed in such positions as be pointed out to him.
6. If at any time after the commencement of the supplies the Executive Director, JABALPUR SMART CITY LIMITED, JABALPUR, Government shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be supplied, the Engineer-in-charge shall in addition to his power to annul the contract in case of default on the part of the CONTRACTOR, have power to terminate all liability of the JABALPUR SMART CITY LIMITED, JABALPUR, Govt. there under at any time after giving due notice in writing to the CONTRACTOR of his desire to do so. In the event of such a notice being given:
 - (a) The Engineer-in-charge shall be entitled to direct the CONTRACTOR to complete the supply of the material which are ready for delivery up to the expiry of the notice and thereafter to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and.
 - (b) The CONTRACTOR shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.
7. No payment should be made for a work estimated to cost rupees five thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand and CONTRACTOR shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-charge, whose certificate of the sum of payable shall be final and conclusive against the CONTRACTOR.
8. Payment due to the CONTRACTOR may, if so desired by him, be made to his bank instead direct to him, provided that the CONTRACTOR furnishes to the Engineer-in-charge (1) an authorization in the form of a legally valid documents such as a power of attorney containing authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Govt. before settlement by the Engineer-in-charge of the account of claim by payment to the bank while the receipt by such bank shall constitute a full and sufficient discharge for the payment, the CONTRACTOR should, wherever possible present his bills duly receipted and discharge through his bankers.
9. Nothing herein contained shall separate to create in favor of the bank any rights or equities vis-à-vis the JABALPUR SMART CITY LIMITED, JABALPUR,

10. The materials shall be of the best description and in strict accordance with the specification and the CONTRACTOR shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.
11. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specifications, the CONTRACTOR shall on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be name by the Engineer-in-charge that office may have such rejected materials removed at the CONTRACTOR's risk and the expenses incurred being liable to deducted from any sums due or which may become due to the CONTRACTOR:
 - (a) CONTRACTOR /supplier hereby declares that the goods, stores, articles sold or to be sold to the JABALPUR SMART CITY LIMITED,JABALPUR, Govt. under this CONTRACTOR shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the tender document and the CONTRACTOR /seller hereby guarantees that the said goods/stores articles shall continue to confirm to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods/stores/article to the Engineer-in-charge and that notwithstanding the fact that the Engineer-in-charge may have inspected and on approved the said good articles be discovered not be conforming to the description and quality/aforesaid or to have deteriorated (and the decision of the Engineer-in-charge will be entitled to reject the said good/stores/articles or such portion there of as may be discovered not to confirm to the said description and quality). On such rejection the goods/articles stores will be at the CONTRACTOR's risk and the provisions contained in the tender document shall mutates mutinies apply to the removal of the goods/stores/articles rejected under this clause. The CONTRACTOR /seller shall if called upon to replace the said goods/stores/articles or such portion thereof as has been rejected by the Engineer-in-charge or otherwise the CONTRACTOR /seller shall pay to the JABALPUR SMART CITY LIMITED,JABALPUR such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the JABALPUR SMART CITY LIMITED, JABALPUR, Govt. in that behalf under this contract or otherwise.
12. If the CONTRACTOR or his work people or servants shall break, deface injure or destroy buildings, road, fence, enclosure, water pipes, cabbies, drains, electric or telephones posts or wires, trees, grass or grass land or any other property belonging to JABALPUR SMART CITY LIMITED, JABALPUR or any other CONTRACTOR working in the same premises where the materials are being supplied, he shall make good the same at his own expenses and in the event or his refusing of failing to do so the damage shall be made good as required at his expenses by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the CONTRACTOR.
13. The CONTRACTOR shall supply at his own expenses all tools, plant and equipment's required for the due fulfillment of this contract and the material shall remain at his risk till the date of final delivery, unless it shall have been in the meantime remove for use by the Engineer-in-charge.

14. No material shall be brought to site or delivery given on Sundays or holidays without the written permission of the Engineer-in-charge. Normally all material shall be delivered during office hours and with prior information to the Engineer-in-charge.
15. This contract shall not be sublet without the written permission of the Engineer-in-charge. In the event of the CONTRACTOR subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss.
 - (a) The Engineer-in-charge shall have power to make any alteration, omissions, additions or substitutions in the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the course of supply of the materials and the CONTRACTOR shall be bound to supply the materials in accordance with any such instruction which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACTOR, and altered, additional or substituted materials which the CONTRACTOR may be directed to supply in the manner above specified as part of the work shall be supplied by the CONTRACTOR on the same conditions in all respects for which he agreed to do the main work, and at the same rates, as specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantities and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted materials include any class of materials, for which the rate is specified on this contract than such class of materials shall be supplied at the rates entered in the schedule of rates of the main contract direct on which the estimated cost shown in the tender is passed and in such class of materials are not entered in the schedule of rates of the main contract direct on which the estimated cost shown in the tender is passed and in such class of materials are not entered in the said schedule of rates than the CONTRACTOR shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which he intends to charge for such class of materials and if the Engineer-in-charge does not agree to his rate he shall give notice in writing and be at liberty to cancel this supply, such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the CONTRACTOR shall commence supply or incur any expenditure in regard thereof the rates shall have been determined as lastly herein before mentioned time and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates shall be fixed by the Engineer-in-charge. In the event of any disputes the decision of the Executive Director, JABALPUR SMART CITY LIMITED, JABALPUR shall be final and binding to all.
16. In respect of all labour directly or indirectly employed in the work for performance of the CONTRACTOR's parts of this agreement the CONTRACTOR shall at his own expense arrange for the safety provision as per CPWD safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50/- for each default and in addition the

Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the CONTRACTOR.

17. Except otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs drawing and instructions herein mentioned as to the quality of workmanship or materials used on the work or as to any other question claim right matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion, abandonment thereof shall be referred to the sole arbitrator or the person appointed by Engineer In Charge JABALPUR SMART CITY LIMITED, JABALPUR in charge of work. At the time of such appointment, it will be no objection to any such appointment that the arbitrator so appointed is a JABALPUR SMART CITY LIMITED, JABALPUR, Government servant that he had deal with the matter to which the contract relates and that in the course of his duties as Govt. servant he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Engineer In Charge or administrative head as aforesaid at the time of such transfer vacation of officer or inability to act shall appoint another person to act as arbitration in accordance with the terms of the contract that one person other than a person appointed by such Engineer In Charge or administrative head of the JABALPUR SMART CITY LIMITED, JABALPUR as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.
18. Subject to as aforesaid the provisions of the Arbitration and conciliation Act, 1996 or any statutory modification or re-effacement thereof and the rules made there under and for time being in force shall apply to the arbitration proceeding under this clause.
19. It is term of the contract that the party invoking arbitration shall specify the disputes or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of such dispute.
The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
 - 19(a) The arbitrator/s shall make such inquiries and shall call upon such evidences as he may deem fit.
 - 19(b) The arbitrator/s may call upon the parties for their personal appearance before him on the date fixed by him at the specified time and place.
 - 19(c) That in case of non-appearance of either of the parties the arbitrator/s shall proceed ex-parte.
 - 19(d) The decision of the arbitrator/s shall be binding on the parties, their legal representatives, successor and heirs.
 - 19(e) The cost of the reference shall be on the sole discretion of the arbitrator/s.
20. On the breach of any terms or conditions of this contract by the CONTRACTOR, the said owner/ JABALPUR SMART CITY LIMITED, JABALPUR shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to release and retain the same as damages and compensation for the said breach but without prejudice to right of the said owner/JABALPUR SMART CITY LIMITED, JABALPUR to recover any

further sums as damage from any sums due or which may become due to the CONTRACTOR by Government or otherwise howsoever.

21. without prejudice to any of the right or remedies under this contract. If the CONTRACTOR dies the Engineer-in-charge on behalf of Commissioner, JABALPUR SMART CITY LIMITED, JABALPUR shall have the option of terminating the contract without compensation of the CONTRACTOR.
- 22.(1) Whenever any claim against the CONTRACTOR for the payment of a sum or money arises out or under the contract, JABALPUR SMART CITY LIMITED, JABALPUR shall be entitled to recover such sum by appropriating in part or whole security deposit of the CONTRACTOR and to sell any of his equipment etc. In event of the security being insufficient or if no security has been taken from the CONTRACTOR then the balance or the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at any time thereafter may become due from the CONTRACTOR under this or any other contract with the Government. Should this sum be not sufficient to cover the full amount recoverable, the CONTRACTOR shall pay to JABALPUR SMART CITY LIMITED, JABALPUR, and Government on demand the balance remaining due.
- 22.(2) JABALPUR SMART CITY LIMITED, JABALPUR, Government shall have the right to cause an audit the technical examination of the works and the final bill of the CONTRACTOR including all supporting vouchers abstract etc. to be made after payment of 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 by him under contract and found not to have been executed the CONTRACTOR shall be liable to refund the amount of the overpayment and it shall be lawful for Government to recover the same from him in the manner described in sum clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination, it is found that 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 JABALPUR SMART CITY LIMITED, JABALPUR to the CONTRACTOR.
- 22.(3) Provide that JABALPUR SMART CITY LIMITED, JABALPUR, Government shall not be entitled to recover any sum overpaid, not the CONTRACTOR shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-charge on the one hand and the CONTRACTOR on the other under any term of the contract permitting payment for work after assessment by the Competent Authority.
23. The work is under progress and there are other CONTRACTOR`s working under separate contract agreement with JABALPUR SMART CITY LIMITED, JABALPUR, CONTRACTOR/Supplier shall ensure that their material, workmanship, workmen do not obstruct/damage the work of other CONTRACTOR`s and maintain a peaceful atmosphere. The entire work shall be done at CONTRACTOR`s risk. Any damage to the office property/outside property or injury to any the outsiders, office staff, staff and labor of the other CONTRACTOR `s working at the same site under separate agreement with JABALPUR SMART CITY LIMITED, JABALPUR or to any of CONTRACTOR own staff/labour shall be completely at CONTRACTOR risks and costs. CONTRACTOR shall also undertake the necessary insurance cover for all their supervisor, staff and worker. The work is to be done in co-ordination with other CONTRACTOR`s working at site. CONTRACTOR should

undertake work in workman like manner and it should not create hindrance working at site.

24. **Force Majeure:**

24.1 If at any time during the continuance of this contract, it becomes impossible by reason of war, warlike operation, strikes, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm or floods, you shall during the continuance of such calamities be not bound to execute the contract provided always that the work shall be resumed immediately on the cessation or otherwise termination of the calamity and your obligations under various clauses of this contract shall continue to be in force and time necessary for the fulfillment of your obligation shall be extended correspondingly to the period for which the calamity lasted.

24.2 Non availability of power due to any reason shall not constitute force majeure.

24.3 CONTRACTOR will inform the Engineer in charge by fax, followed by confirmation by registered post, with appropriate documentation in support of the beginning and end of force majeure conditions as per clause stated above. The delivery period will suitably be extended by Engineer-in-charge if the causes for the delay are beyond the control of CONTRACTOR and are as per the clause 24 above.

25. The bidder shall acquaint himself with the site of work, its approach roads, working space available for stacking of material, equipment, labour hutments, etc. before quoting. Since the building is occupied by JABALPUR SMART CITY LIMITED, JABALPUR, access to vehicles, officials and visitors to office building will be permitted from one side including access to basement and necessary barricading to provide safety of building and visitors shall be done by the CONTRACTOR at his cost.

26. The CONTRACTOR R shall ensure that their material, workman do not obstruct/damage the window and curtain walls, glass panes, façade of building, office furniture, materials, racks and other goods, fixtures, etc and maintain a peaceful atmosphere and any damage to the building, glass panes, curtain wall or any fitting and fixtures of the existing building shall be made good by the CONTRACTOR at his cost. The entire work shall be done at CONTRACTOR's risk. Any damage to the property or injury to any of the staff, visitors and labour of the other CONTRACTOR s shall be at the CONTRACTOR's risk. The CONTRACTOR shall take necessary insurance cover for all their workmen working at the site.

SPECIAL CONDITION

1.0 Rates:

- 1.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract taxes), duties and levies, octroi and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning, Operation & Maintenance etc. at site i/c temporary constructional storage, risks, overhead charges general liabilities/obligations and clearance from local authorities. However, the fee for inspections shall be borne by the department.
- 1.2 The CONTRACTOR has to carry out routine & preventive maintenance for 12 months from the date of handing over. Nothing extra shall be paid.

2.0 Payment

- 2.1 The payment will be made only for the quantity actually supplied, executed and certified as per following schedule:
- I. 30% on delivery & installation of structural work at site of each module on prorate basis.
 - II. 30% on delivery & installation of drive assembly and pallets of each module on prorate basis.
 - III. 20% on delivery & installation of electrical spares and control panel of each module on prorate basis.
 - IV. 20% on Commissioning and handing over of the Car Parking Module on prorata basis.
- 2.2 Necessary deduction for Security Deposit, TDS, and other statutory taxes shall be made from the bills.

3.0 Period of Completion

The completion period of 6 Months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

4.0 Performance Guarantee:

- 4.1 The tenderer shall guarantee among other things, the following
- (a) Quality, strength and performance of the materials used.
 - (b) Safe mechanical and electrical stress on all parts under all specified conditions of Operation.
 - (c) Satisfactory operation during the maintenance period.
- 4.2 The successful tenderer shall submit an irrevocable performance guarantee of 10% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent. This guarantee shall be in the form of demand draft/ FDR or bank guarantee of any scheduled bank in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 30 days beyond. This bank guarantee

shall be kept valid till the recording of completion certificate for the work by the Competent Authority.

- 4.3 The successful tenderer shall submit performance guarantee of 10% of the tendered amount of 5 years comprehensive Maintenance Contract (CMC) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the maintenance contract agreement within 15 days of issue of letter of intent. This guarantee shall be in the form of demand draft/ FDR or bank guarantee of any scheduled bank in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion of maintenance period plus 60 days beyond.

5.0 Warranty

- 5.1 All equipments shall be of warranty for a period of 60 months from the date of taking over by the department against unsatisfactory performance and /or break down due to defective design, workmanship of material. The equipment's of components, or any part thereof, so found defective during guarantee period shall be forth with repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by the department that undue delay is being caused by the CONTRACTOR in doing this, the same will be got done by the department at the risk and cost of the CONTRACTOR. The decision of the Engineer-in-charge in this regard shall be final.

6.0 Power Supply

Temporary Power supply, electrical cables for Installation & Permanent power supply with required electrical cables and earthing for commissioning and running of the systems as per approved car parking plans shall be provide by the contractor. No payment shall be given for such works. Only electricity charge will be borne by JSCL.

7.0 Water Supply

Water supply shall be arrange by contractor only. All necessary arrangements for water shall be done or borne by contractor only .

8.0 After Award of work

- (i) The successful tenderer would be required to submit the following drawings/documents within 15 days of award of work for approval before commencement of installation.
- (a) All general arrangement drawings.
 - (b) Details of foundations for the equipment, load, location etc.
 - (c) Complete layout dimensions for every unit/group of units with dimensions required for erection purposes.
 - (d) Any other drawing/information not specifically mentioned above but deemed to be necessary for the job by the CONTRACTOR.
 - (e) Structure and safety should be done by structural engineer.

**All the above mentioned Certificates, Drawings, documents should be approved from Govt. Engineering College. (Jabalpur Engineering College), for Electrical Drawings or safety from State Electrical Inspectorate.

- 9.0 The successful tenderer should furnish well in advance Four copies each of detailed instructions and manuals of manufactures for all items of equipments regarding

installation, adjustments operation and maintenance i/c preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

10.0 Extent of work

10.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the department. The terms complete installation shall not only mean major items of the electro mechanical car parking and equipment's covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charges whether or not those have been mentioned in details in the tender document in connection with this contract.

10.2 Maintenance (Routine & Preventive) for one year from date of completion and handing over.

11.0 Inspection and testing:

11.1 Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.

11.2 After completion of the work in all respect the CONTRACTOR shall Provide all purchase bill including certificates testimonials or reports.

12.0 Validity

Tenders shall be valid for acceptance for a period of 120 days from the date of opening of price bid.

13.0 Compliance with regulations and Indian standards

13.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

- (i) Factories Act.
- (ii) Indian Electricity Rules.
- (iii) IS & BS Standards as applicable.
- (iv) Workmen's compensation Act.
- (v) Statutory norms prescribed by local bodies.

13.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the car parking with all accessories in accordance with currently applicable statutory regulations and safety codes.

13.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs. 500/- for each default. In addition, the

department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

14.0 Indemnity

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

15.0 Erection Tools

No tools and tackles either for unloading or for shifting the equipment's for erections purposes would be made available by the department. The successful tenderer shall make their own arrangement for all these facilities.

16.0 Cooperation with other agencies

The successful tenderer shall co-ordinate with other CONTRACTOR's and agencies engaged in the construction of building, if any, exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

17.0 Mobilization Advance

No mobilization advance shall be paid for this work.

18.0 Insurance and Storage

All consignments are to be duly insured the cost of the supplier. The insurance covers shall be valid till the work is handed over duly installed, tested and commissioned.

19.0 Verification of correctness of Equipment at Destination

The CONTRACTOR shall have to produce all the relevant records to certify that the genuine equipment from the manufactures has been supplied and erected.

20.0 Training

The scope of works includes on job technical training of two persons at site. Nothing extra shall be payable on this account.

21.0 Maintenance

- 21.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation.
- 21.2 The maintenance, routine as well as preventive for one year from the date of taking over the installation as per manufacturer's recommendation shall be carried out and the record of the same shall have to be maintained.

22.0 Interpreting Specifications

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- (a) Bill of quantities.
- (b) Technical specifications.
- (c) Drawing (if any).
- (d) General Specifications.
- (e) Relevant IS or other international code in case IS code is not available.

23.0 Specifications

The work shall be carried out as per CPWD General Specifications for Civil works, CPWD General Specifications for Electrical Works Part – I, II & IV as amended upto date, relevant IE rules, and as per directions of Engineer-in-charge.

24.0 Program Chart

- 24.1 The CONTRACTOR shall prepare an integrated program chart in MS Project software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period or earlier and submit the same for approval to the Engineer-in-Charge within ten days of award of the contract.
- 24.2 The program chart should include the following:
- (a) Descriptive note explaining sequence of the various activities.
 - (b) Network (PERT / CPM / BAR CHART).
 - (c) Program for procurement of materials by the CONTRACTOR.
 - (d) Program of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the CONTRACTOR.
- 24.3 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the CONTRACTOR shall produce a revised program showing the modifications to the approved program to ensure completion of the work. The modified schedule of program shall be approved by the Engineer in Charge.
- 24.4 The submission for approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the CONTRACTOR of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-

Charge to take action against the CONTRACTOR as per terms and conditions of the contract.

- 24.5 CONTRACTOR shall give the Engineer-in-charge **on 5th day** of each month a progress report in MS Project with base line program referred above for the work done during previous month.
- 25.0 No forms for sales tax, entry permit shall be issued by JABALPUR SMART CITY LIMITED, JABALPUR, CONTRACTOR shall arrange these at his cost.

GENERAL SPECIFICATION

1.0 The specifications given hereunder relate to Supply, Installation, Erection, Testing And Commissioning & Five Year Operation And Maintenance Contract Of SIX LEVEL SEVEN GRID Over-Ground Electro-Mechanical Type Car Parking System For MANASH BHAWAN,JABALPUR(M.P) and Shall Be Read In Conjunction With The Appropriate International & Indian Standard Specifications.

2.0 Site

The work shall be executed at Manas Bhawan, Jabalpur M.P.

3.0 Scope of work

3.1 The work under this contract pertains to Supply, Installation, and Erection, Testing and Commissioning with necessary civil foundation and standby power back up & Five Year Operation and Maintenance Contract of Six Level Seven Grid Over-Ground Electro-Mechanical Type technology as per specification described in the tender document which is the minimum tender condition. No other technology will be entertained.

3.2 The tender shall be inclusive of cost of labour and material including wastage, tools and plants, setting equipments and transport, hoisting, setting, fitting and fixing in position complete in all respect, preparation of drawings etc., for the full execution and completion of work. It will also include working under all conditions at site, moisture, water, weather etc. and shall also be inclusive of all taxes such as Work Contract Tax, sales tax on material, turn-over tax, income tax, octroi, toll tax, royalties, levies to local tax etc. wherever applicable shall be paid by the CONTRACTOR to the respective authority and no claim whatsoever will be entertained by the department excluding Service Tax as applicable will be extra. The Four Levels over-ground Puzzle Parking system should have an independent motor operated vertical and horizontal movement of the platforms / pallets with wire rope, chain and geared motors as per site requirements. No other technology will be accepted.

3.3 Supply, installation, erection, testing & commissioning & Five Year Operation and maintenance contract of 1 Module of Six Level Seven Grid over-ground Puzzle Parking System with Electro Mechanical technology to accommodate maximum 37 Car Per Module (actual parking spaces) with suitable steel structure frame work, Independent motorized pallet having up/down movement with electro-mechanical technology which can take the load of 2000 kg. Capacity complete with PLC and electrical installation etc. as per specification and direction of Owner/Architect. The system shall be designed to accommodate cars of size 5000 mm length and 2000 mm height (SUV) in ground floor, cars of 5000 mm length and 1550 mm height in 1st floor to 5th floor, with average retrieval/parking time not more than 300 seconds. All the structural work shall be finished and enamel painted as per suitability and requirement. The parking structure will have to be constructed 6 levels above the ground with the electro mechanical technology. The maximum permissible height of the parking structure above the floor level on the ground shall not be more than 14.0 Meter without canopy.

- 3.4 The scope includes the work Erection, Testing and commissioning of the parking system including painting. Operation and maintenance services for the electro mechanical car parking shall be provided by the CONTRACTOR during the defects liability period of 12 Months.
- 3.5 Civil foundations and necessary Power back up, Finished Flooring, Canopy over the system, Electrical Cabling including Main Car Parking Panel with ELCB, Earthing as per approved plans will be in the scope of Contractor.
- 3.6 **Shifting or re routing of any services underground & over ground if any shall be done/provided by Department/JABALPUR SMART CITY LIMITED, JABALPUR at their own cost including cost of any consumable like Power Consumption during operation period.**
- 3.7 Clearing of site after completion of work.
- 3.8 The CONTRACTOR will also be required to operate and maintain the parking system for 5 years after defect liability period/ Guarantee period of 12 months from the date of successful commissioning of the system. No payment shall be made to the CONTRACTOR on this account beyond the agreed amount. CONTRACTOR needs to quote separate price bid for AMC for 5 years. The CONTRACTOR has to submit a separate proposal for the same along with the filled BOQ sheet attached in the Tender Documents.

4.0 Exclusions in Contractors Scope

The following works associated with the supply, installation, erection, testing and commissioning of Six Level Seven Grid over-ground puzzle type electro mechanical car parking shall be done by the department:

Associated Works: Electrical

- i) Providing, laying and fixing of wiring cables, cables etc from Transformer to Car Parking Control Panel.
- ii) Providing and fixing of electrical transformer and its panel if required.

5.0 Equipment :

- 5.1 All labours, materials, tools plants, machinery, equipments and any other things required for execution for work shall be arranged by the CONTRACTOR at his own cost.
- 5.2 All arrangements for establishment, watch & ward of stores and security of sites, appropriate vehicles for transportation etc. shall have to be made by the CONTRACTOR at his own cost and nothing extra on this account shall be paid.
- 5.3 Testing and Commissioning shall include furnishing all labor, materials, instruments etc. and incidentals necessary for complete testing of each component as per the specifications and manufacturer's recommendations. Operation and maintenance services for the electro mechanical car parking shall be provided by the CONTRACTOR during the defects liability period.

6.0 On the completion of the work, the CONTRACTOR shall clear away and remove from the site all construction plants, temporary works, surplus material and rubbish of every kind and leave the site and works clean to the satisfaction of the Engineer-in-charge.

7.0 MAINTENANCE: The successful bidder/ CONTRACTOR will be required to undertake maintenance of the Six Level Seven Grid Over Ground Puzzle Parking System as per the following terms:

- a) The CONTRACTOR shall at all times maintain, keep in good operating condition, repair and renew, replace and upgrade to the extent reasonably necessary, the equipment, systems, and facilities. All maintenance and repair works shall be carried out in such a way as to minimize inconvenience to users of the Parking Systems.
- b) Initially the contract will be for duration of 5 years after defect liability period of 12 months from the date of successful operation of the system and nothing extra shall be paid during this period beyond AMC Agreement. The contract shall be renewed after the expiry of 5 years every year on mutual agreed terms, subject to the satisfactory completion in the preceding period upto maximum of 10 years from the date of first AMC.
- c) All the electric usage charges incurred on operation of the parking system will be borne by “JABALPUR SMART CITY LIMITED, JABALPUR”.
- d) The CONTRACTOR shall maintain a complaint register, duly paged, at site and shall make it available to the users of the parking to note down the complaints. “JABALPUR SMART CITY LIMITED, JABALPUR, will have the right to check the complaint book as and when required. The complaint register will be kept properly and it shall be mentioned on the signboard about its availability.

MANPOWER PLANNING FOR OPERATION OF FOUR LEVEL THREE & SEVEN GRID OVER-GROUND ELECTRO-MECHANICAL TYPE CAR PARKING SYSTEM

Sr. No.	Shift Timing	Total Personnel
1	No. of Operators	02 (1 Per 8 hour Shift)
2	Backup of Operators	On requirement
3	Technician	On requirement
4	Cleaner	02 (1 on each shift)

- 8.0** Transfer of facility to “JABALPUR SMART CITY LIMITED, JABALPUR”. The CONTRACTOR shall transfer the parking facility to “JABALPUR SMART CITY LIMITED, JABALPUR, free and clear of any encumbrances on completion of or termination of contract, whichever is earlier.
- 9.0** The CONTRACTOR shall to the extent possible assign to Engineer In Charge “JABALPUR SMART CITY LIMITED JABALPUR” at the time of transfer all un-expired guarantees and warranties by CONTRACTOR`s and suppliers and all live insurance policies.
- 10.0** During the two months period prior to anticipate transfer of the Facility the CONTRACTOR shall provide such training services to the representatives and employees of Engineer In Charge “JABALPUR SMART CITY LIMITED, JABALPUR” or its nominated agency to operate and maintain the Facilities efficiently and safely following such transfer.
- 11.0 Termination of Agreement:** “JABALPUR SMART CITY LIMITED, JABALPUR” shall have the right to terminate the agreement and forfeit the performance guarantee for Maintenance, if the CONTRACTOR commits any breach of any of the terms and conditions of this agreement. Further if the CONTRACTOR at any time found indulged in overcharging / cheating or engaged in any kind of mal practices shall be liable to be blacklisted in which case his Performance Guarantee for Maintenance will be forfeited and agreement will be terminated.

TECHNICAL SPECIFICATIONS

1. CONTRACTOR shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural drawings.
2. The CONTRACTOR shall give performance test of the entire installation(s) as per the standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the CONTRACTOR for the test,
3. The work shall be carried out in accordance with the Architectural drawings and structural drawings. Before commencement of any item of work, the CONTRACTOR shall correlate all the relevant architectural and structural drawing issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge for immediate decision before execution of the work. The CONTRACTOR alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information and no claim, whatsoever shall be entertained on this account.
4. The CONTRACTOR should submit the shop drawing for approval of Engineer-in-charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
5. The CONTRACTOR shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other CONTRACTOR`s) or by the Engineer-in-charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other CONTRACTOR or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
6. The rates of different items of work shall apply to all heights & depths unless otherwise specified.
7. Site Electricians / Other Electrical Personnel: The CONTRACTOR shall engage qualified and competent electricians and other electrical personnel while working for safe execution of contract. The electricians and other electrical personnel must possess requisite certificate issued from competent authority. Using exposed naked loose joints, inserting of bare wire into socket, improper grounding for appliances, exposed circuits on work place etc. shall not be permitted. Rating of fuses and circuit breakers used for protection of circuit should be coordinated. Flexible cords with the conductor cross sectional area smaller than 1.5 mm should not be used. Socket outlets, plugs and cable coupler should be of the water splash proof type, so minimum IP44 panel boards are required in construction sites. Overhead cabling should provide for a minimum ground clearance of at least 3.0 meters. The CONTRACTOR shall employ qualified, full time

Electricians / Electrical Supervisors to maintain his temporary electrical installation. Use approved perimeter markings to isolate restricted areas from designated work areas and entryways. Erect them before work begins and maintain them for the duration of work. Approved perimeter marking must be Install red barrier tape printed with the words 'DANGER-HIGH VOLTAGE' approximately 1 to 1.5 meter above the floor or work surface or Install a barrier of yellow or orange synthetic rope 1 to 1.5 meter from the floor with standard danger signs. Any steps suggested by Engineer-in-charge should be- complied with by the CONTRACTOR.

8. Welding and Cutting Gas cylinders in use should be kept upright on a custom-built stand or trolley fitted with a bracket to accommodate the hoses and equipment or otherwise secured. The metal cap should be kept in place to protect the valve when the cylinder is not connected for use. Non-return valve and Flashback arrester shall be fixed at both end of cylinder and torch Domestic LPG cylinders shall not be used for Gas welding and cutting purpose. DCP or CO2 type Fire Extinguisher not less than 5 kg shall be fixed at or near to welding process zone in an easily accessible location. Fire Extinguisher should confirm to IS 2190: 1992. Welding grounds and returns should be securely attached to the work by cable lugs, by clamps in the case of stranded conductors, or by bolts for strip conductors. The ground cable will not be attached to equipment or existing installations or apparatus.

9. Steel

- 9.1 All finished steel shall be well and cleanly rolled to the dimensions and weight specified by BIS subject to permissible to tolerances as per IS: 1852. The finished materials shall be reasonable free from cracks, surface flaws laminations, rough and imperfect edges and all other harmful defects.
- 9.2 Steel Sections, shall be free from excessive rust, scaling and pitting and shall be well protected. The decision of the Engineer-in-Charge regarding rejecting any steel section on account of any of the above defects shall be final and binding.

10. Fabrication

- 10.1 Fabrication shall generally be done as specified in IS : 800.
- 10.2 In major works or where so specified, shop drawings giving complete information for the fabrication of the component parts of the structure including the location, type, size, length and details or fivers, bolts or welds, shall be prepared in advance of the actual fabrication and approved by the Engineer-in-Charge. The drawings shall indicate the shop and field rivets, bolts and welds. The steel members shall be distinctly marked or stenciled with paint with the identification marks as given in the shop drawings.
- 10.3 Great accuracy shall be observed in the fabrication of various members, so that these can be assembled without being unduly packed, strained or forced into position and when built up, shall be true and free from twist, kinks, buckles or open joints.

10.4 Wooden or metal sheet templates shall be made to correspond to each member, and position of rivet holes shall be marked accurately on them and holes drilled. The templates shall then be laid on the steel members, and holes for riveting and bolting marked on them .the ends of the steel members shall also be marked for cutting as per required dimensions. The base of steel columns and the positions of anchor bolts shall be carefully set out at the required location.

11. Erection

Steel work shall be hoisted and erected in position carefully, without any damage to itself other structures and equipment and injury to workmen. The method of hoisting and erection proposed to be adopted by the CONTRACTOR shall be got approved form the Engineer-in-charge in advance. The CONTRACTOR however shall be fully responsible for the work being carried out in a safe and proper manner without unduly stressing the various members and proper equipment such as derricks, lifting tackles, winches, ropes etc. shall be used.

12. Overall Design Parameters

12.1 The codes and standards applicable for the design of the Project / Project facilities are given below:

Building Works and Electrical System	Road / Pedestrian Path Works
I. Central public works (CPWD)	I. Indian Road Congress (IRC) codes and standards
II. Bureau of Indian Standards (BIS)	II. Relevant Building Byelaws (on Parking Space)
III. National Building Codes (NBC); and	
iv. MPPWD Standards	

12.2 Electrical system shall be provided as per the following applicable codes:

Sr. No.	Code No.	Application Details
1.	IS-10118 (Part I), 1982	Code of practice for selection, installation and maintenance of switch gear & control gear.
2.	IS-732, 1989 Rev.3	Electrical wiring system
3.	IS-3043, 1987	Code of practice for earthing
4.	IS-13032, 1992(Rev.2)	MCB distribution boards for voltage up to and including 1000V AC
5.	IS-12640, 1988	Residual current operated circuit breakers
6.	IS-649, 1990 (Rev.-3)	PVC insulated cabled for working voltage upto and including 1100 V AC
7.	IS- 9537 (Part-I), 1980	Conduits for electrical installations general requirements
8.	IS-13118, 1991	Circuit breakers- general requirements
9.	IS-13947 (Part-III), 1993	Air break switches for voltage not exceeding

		1000V AC or 1200 V DC
10	IS-1248 (All parts), 1983, 1984, 1993	Electrical direct acting instruments
11	IS-2147, 1962	Degree of protection provided by enclosures for LV switches gear and control gear.
12	National Electrical Code Part-4 Appendix	Recommended values of illumination and limiting values of glare index-Industrial Building (parking space Indoor and outdoor)

Where the aforesaid are silent on any aspect, the following standards in order of preference shall be adopted in consultation with the independent Engineer, unless otherwise specified in this schedule:

- i) Euro norm standards En: 14010: 2003 for parking structure safety.
 - ii) American National Standard Institute (ANSI)
 - iii) International standards organization (ISO)
 - iv) British Standards (BS)
 - v) National Fire Protection Association of America (NFPAA)
 - vi) Safety code of mechanized parking garage equipment of America (ASA.A113.1)
 - vii) American Society of testing materials (ASTM)
 - viii) International Society for Measurement and Control (ISA)
 - ix) ISO 9000
 - x) Kis & Jis Standards
 - xi) Americans with Disability Act Accessibility Guidelines
 - xii) American Association of State Highway and Transport officials (AASHTO)
 - xiii) American Society of Mechanical Engineers code on storage retrieval (S/R) machines and associated Equipment (ASME B30.13)
 - xiv) National Mechanical code of America (NMC)
1. Any other standard proposed by the concessionaire and approved by the Owner /Architect.
 2. The CONTRACTOR shall provide illuminated signage in accordance with NBC/ IRC/ Norms at suitable locations within the parking facility. The scheme for signage shall be finalized in consultation with the independent Engineer.
 3. The concessionaire shall provide the fire safety arrangement as per National Building Codes/ DIS codes or any widely accepted international codes.
 4. The above mentioned specification / codes are indicative only; any other code / specification required for development for parking facility will be applicable even though not mentioned above.

13.0 System Specifications of Six Level Seven Grid Over ground Puzzle Parking System with Electro Mechanical Technology

Sr. No.	Item	Detail Description
1.	Model Proposed	Over Ground Puzzle Parking
2.	No. of Levels	6 Level
3.	No. of Grids	7 Grid
4.	No. of Modules	1
5.	No. of Car Spaces Per Module	37
6.	Total Number of Car Spaces	37
7.	Clear Length of the System	6300 mm
8.	Clear Width of the System	18000 mm
9.	Allowable Car Dimensions on Ground Floor (Length X Height X Width)	5000 mm X 2000 mm X 2000 mm
10.	Allowable Car Dimensions on First Floor to Fifth Floor (Length X Height X Width)	5000 mm X 1550 mm X 2000 mm
11.	Total Allowable Clear Height of the System	14 Meter
12.	Usable Pallet Width	2100 mm
13.	Usable Pallet Length	3795 mm
14.	Type of System	Electromechanical System
15.	No. of Front Columns	4
16.	No. of Rear Columns	4
17.	Load on each Front Column	As Per Design
18.	Load on each Rear Column	As Per Design
19.	Power rating of the Lifting Motor	1.5 Kw, 2.2 Kw
20.	Power rating of Ground Floor Motor for Horizontal movement	0.2 Kw
21.	Power rating of First Floor & Second Floor Motor for Horizontal movement	0.4 Kw
22.	Type of Motor	Induction Geared Motor with inbuilt Brake system
23.	Type of Pallet	Galvanized Corrugated sheet
24.	Type of System	Chain & Rope System
25.	Wheel Stopper	Provided
26.	Type of Operation	KEY SWITCH PUSH BUTTON
27.	Safety Devices	
28.	(a) Photo sensors	Provided
29.	(b) Antenna Type Limit Switch	Provided
30.	© Cam limit Switch	Provided
31.	(d) Geared Motor With Brake	Provided
32.	(e) Emergency Stop	Provided
33.	Average Retrieval Time per operation	Approx 300 Sec
34.	Operating Panel	Standard

35.	Control Panel	Standard
36.	CONTROL	PLC Based

NOTE: - The above technical specifications described are minimum tender conditions. No deviation will be accepted below the specified specification.

LIST OF APPROVED MANUFACTURERS/MAKE

SR. NO	DESCRIPTION	SPECIFICATION	MANUFACTURES
1.	PARALLEL FLANGE BEAMS (H / I BEAMS)	AS PER DESIGN	Jindal / ESSAR/ Sail or Equivalent
2.	GEARED MOTORS WITH BRAKE	ISO 9000 CERTIFIED MANUFACTURERS ONLY	LHP/ HINDUSTAN MOTORS
3.	STEEL PLATES	VARIOUS THICKNESSES AS REQUIRED	Jindal / Ispat / sail/ Equivalent
6.	SHEET	UP TO 1.6 MM	ESSAR / ISPAT/JINDAL/POSCO
7.	CHAINS		T. I. DIAMOND / ALBROS/RENOLD (ROLON)
8.	C' CHANNELS, SQUARE TUBES & PIPES	VARIOUS SIZES AS REQUIRED	TATA / SAIL Vizag/Primary Rolling Mill/ Equivalent
9.	WELDING RODS		ADVANI / MANGLAM
10.	P. L. C (CONTROL PANEL)		LS KOREA/OMRON
11.	WIRES & CABLES		RR KABEL / NATIONAL / GLOSTER
12.	CONTACTORS		L & T, MERLIN GERIN TELEMECHANIQUE OR EQUIVALENT
13.	PAINTS		ASIAN PAINT / BURGER / ICI / NEROLAC
14.	WIRE ROPES		USHA MARTIN
15.	CAM LIMIT SWITCH		AVON/IMPORTED KOREAN MAKE/EQUIVALENT
16.	ANTENNA TYPE LIMIT SWITCH		AEON/HONEYWELL
17.	PHOTO SENSOR		AUTOTONICS/OMERON/SICK

* Raw material source to be approved by the Engineer-in-charge.

Note:- In case of shortage or scarcity or non-availability of material from above mentioned manufacturers, Engineer-in-charge may approve the fresh / new manufacturers after the testing of material.

Scope of Work:

S.No	Description	Contractor
1	GEARED MOTOR	◆
2	WIRE ROPE & CHAIN	◆
3	GALVANIZED PALLET	◆
4	STEEL STRUCTURE	◆
5	ANCHOR BOLTS	◆
6	PALLET GUIDE + PALLET ASSEMBLY	◆
7	CONTROL PANEL	◆
8	SENSOR	◆
9	LIMIT SWITCH + CAM LIMIT SWITCH	◆
10	OPERATION PANEL	◆
11	MS PAINTED SYSTEM	◆
12	INSTALLATION & ERECTION	◆
13	ELECTRICAL CABLE & POWER SUPPLY TO EACH CONTROL PANEL OF CAR PARKING SYSTEM INCLUDING MAIN PANEL WITH ELCB + MCB +EARTHING AS PER APPROVED DRAWINGS	◆
14	LIGHTING ON THE SYSTEM & DRIVEWAY	◆
15	FOUNDATION (CIVIL) + FINISHED FLOORING	◆
16	IF THE SYSTEM IS IN OPEN CANOPY IS MANDATORY	◆
17	DG SET OF REQUIRED CAPACITY	◆
18	ALL STATUTORY APPROVALS	◆

PROFORMA FOR EXPERIENCE

DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM

(SEPARATE SHEETS TO BE ATTACHED)

S. No	NAME OF ORGANISTON	NAME OF WORK	CONTRACT VALUE	SCHEDULED DATE and ACTUAL DATE OF COMPLECTON (EXTN. OF TIME, IF ANY)	ACTUAL REASON FOR DELAY IN COMPLETION, IF ANY

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

WHEREAS..... (name and address of CONTRACTOR) hereinafter called "the CONTRACTOR" has undertaken, in pursuance of Contract No. Datedto execute..... (Name of Contract and brief 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 Nationalized/Scheduled bank of India for the sum specified therein as performance guarantee for compliance with his obligations in accordance with the Contract;

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

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the CONTRACTOR, up to a total of Rs..... (Amount of guarantee) (Rupees..... (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 or 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 28 days from the date of issue of the Defects Liability Certificate.

Signature and seal of the Guarantor.....

Name of the Bank

Address.....

Date.....

In the presence of

1.....

(Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

PERFORMA FOR AGREEMENT

(TO BE SUBMITTED ON RS.100/- NON JUDICIAL STAMP PAPER)

Contract agreement for the work of
Made this Day of.....
Between..... M/s

Hereinafter called the “CONTRACTOR” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part; and Engineer In Charge “JABALPUR SMART CITY LIMITED, JABALPUR” hereinafter called the “OWNER” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

WHEREAS

- a) Owner being desirous of getting executed the Work mentioned, enumerated or referred to in the Bid Document including Notice Inviting Tender, Instruction to Bidders, General Condition of Contract, Special Conditions of Contract, Specifications, Time Schedule, Letter of Acceptance of Bid and other documents has invited Bids.
- b) CONTRACTOR has inspected Site and surroundings of Work specified in the Bid Documents and satisfied himself by careful examination before submitting his Bid as to the nature of the quantities, nature and magnitude of Work, availability of equipment etc. necessary for the execution of Work, the means of access to Site, the position of supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bid Document or having any connection therewith, and has considered the nature and extent of all probable and possible situation, delays, hindrances or interferences to or with the execution and completion of Work, to be carried out under this Contract, and has examined and considered all other matters condition and things and probably and possibly contingencies, and generally all matters incidental thereto and ancillary thereof effecting the execution and completion of Work and which might have influenced him in making his Bid.
- c) The Invitation to Bid, instructions to Bidders, General Conditions of Contract, Description of Works and specifications, Plans, Time Schedule, Letter of Acceptance of Bid any and any other documents and enclosures, copies of which are hereto annexed are included in the expression “Contract” :

AND WHEREAS

OWNER accepted the Bid of CONTRACTOR for the provision and the execution of Work at the Contract Price as indicated in the letter of award of work upon the terms and subject to the conditions of Contract.

Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to CONTRACTOR for work to be executed by him, CONTRACTOR hereby covenants with owner that CONTRACTOR shall and will duly provide, execute and complete the work and things in Contract, mentioned or described or which are to be implied there from or may be reasonably necessary for completion or stipulations mentioned in Contract.
2. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the Contract, the Owner does hereby agree with CONTRACTOR that OWNER will pay to Contactor the respective amount for the work actually done by him and approved by Owner as per Payment Terms accepted in Contract and payable to CONTRACTOR under provision of Contract; such payment to be made at such time and such manner as provided for in the Contract.

AND

3. In consideration of the due provision, execution and completion of Work, CONTRACTOR does hereby agree to pay such sums as may be due to Owner for the services rendered by Owner to CONTRACTOR as set forth in Contract and such other sums as may become payable to Owner towards loss, damage to the OWNER's equipment, materials etc. and such payments to be made at such time and in such manner as in provided in the Contract.

IN WITNESS WHEREOF Parties executed these presents on the day and the year above written.

Signed and Delivered for
and on behalf of
CONTRACTOR
JABALPUR)

.....
.....

Date:
Place:

Signed and Delivered for
and on behalf of
(JABALPUR SMART CITY LIMITED,

.....
.....

Date:
Place:

In presence of Witness (Signature with Name & Address)

- | | |
|---------|---------|
| 1. | 1. |
| | |
| 2. | 2. |
| | |

SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING & FIVE YEAR
OPERATION AND MAINTENANCE CONTRACT OF SIX LEVEL SEVEN GRIDOVER-
GROUND ELECTRO-MECHANICAL TYPE CAR PARKING SYSTEM FOR MANASH
BHAWAN,JABALPUR(M.P)

PART – II

PRICE BID

BILL OF QUANTITIES

The below mentioned Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

Schedule - I

S. No	Description of Item	Qty.	Unit	Rate Per Car Space in Rs.	Amount in Rs.
1.	Providing, fitting installing and commissioning & Five Year Operation & Maintenance Contract of Six Level Seven Grid Over-Ground Puzzle Parking System with Electro Mechanical Technology accommodating 37 Cars with car Carrying Capacity of 2000 kg each and Car Dimension of 5000 mm length x 2000 mm height (SUV) in ground floor, 5000 mm length x 1550 mm height in 1st floor to 5th floor with average retrieval/parking time not more than 300 seconds. The Lifting speed should be @ 3 Meter/Minutes having Motor of 2.2 for 2 nd floor & above Floor pallets & 1.5 Kw motor for 1 st Floor with lateral movement speed of 7 M/Min having Motor of 0.2 KW & 0.4 KW and having safety features as outlined in specifications and as under including cost of maintenance for one year during the Guarantee period: (a) Brakes : DC magnetic (b) Emergency stop switch (c) Photo sensors (d) Final Limit Switch (e) Pallet Stopper	37	Car space		
	Total (Rs.)				
	Taxes (if applicable) extra				
	Grand Total (Rs.)				

Amount in words:

Seal & Signature of the CONTRACTOR

BILL OF QUANTITIES

Schedule - II

Sr. No	Description of Item	Qty.	Percentage Rate of quoted in Schedule I
1.	Operation & Comprehensive Annual Maintenance of the 37 nos of Car Spaces of Six Level Seven Grid over-ground Puzzle Parking System for (1 st Year Only Operation Cost & Operation & Maintenance for 4 Years) after expiry of 1st year of guarantee period as per the scope of the work and specifications given in the tender. The Item includes cost of deployment of required no. of experienced manpower, tools, tackles, parts, spares, equipments, consumables and all such material required for smooth and uninterrupted working of the complete parking system. The payment shall be made on quarterly basis as per the terms of payment mentioned in the Tender Documents inclusive all taxes and levies.	37	
(i)	1 st Year (Only Operation Cost)		
(ii)	2 nd Year (Operation & Maintenance)		
(iii)	3 rd Year (Operation & Maintenance)		
(iv)	4 th Year (Operation & Maintenance)		
(v)	5 th Year (Operation & Maintenance)		
	Total (Rs.)		

Amount in words:

Seal & Signature of the CONTRACTOR