



**Request for Proposal
For
CONSTRUCTION OF RAINWATER HARVESTING
RECHARGE PITS
(GSCDCL)- -2nd Call**

Ref Number: [GSCDCL/021/2017]

Date: [06 November 2017]

Gwalior Smart City Development Corporation Limited, Gwalior
Nagar Nigam Office, City Centre, Gwalior, Madhya Pradesh, 474003
Ph. No.: 0751 2438386; E-mail: gscdcltender@gmail.com
Website: www.smartcitygwalior.org

Construction of Rainwater Harvesting Recharge Pits



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NOTICE INVITING TENDER ("NIT")

NIT No. GSCDCL/021/2017

Date: 6 Nov 2017

Gwalior Smart City Development Corporation Limited (GSCDCL) invites online percentage bids from eligible bidders through www.mpeproc.gov.in for "**Construction of Rainwater Harvesting Recharge Pits, Gwalior Smart City Development Corporation Limited**"-2nd Call.

The details are as under.

Key Schedule		
Sr. No.	Event's Name	Information
1.	Estimated Cost of the work	Rs. 18,49,918/- (Rupees Eighteen Lakhs Forty Nine Thousand Nine Hundred and Eighteen Only)
2.	Tender document Fee	Rs. 2,000/- (Rupees Two Thousand Only) to be paid only through Online e-Tendering Payment Gateway
3.	Earnest Money Deposit (EMD)	Rs. 37,000/- (Rupees Thirty Seven Thousand Only)
4.	Last date for sending pre-bid queries	15 Nov, 2017 till 17:30 hrs.
5.	Date, Time & Place of Pre-bid Meeting	16 Nov, 2017 at 14:00 hrs.
6.	Last date for Online Purchase of Tender Document	04 Dec, 2017 till 17:30 hrs.
7.	Last date of Online Submission of Bids	05 Dec, 2017 till 17:30 hrs.
8.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids	08 Dec, 2017 till 17:30 hrs.
9.	Date & Time for Opening of Pre-Qualification and Technical Proposal	09 Dec, 2017 at 16:00 hrs.
10.	Date & Time for Opening of Financial Proposals	Will be intimated later to the technically qualified bidder

Note: The Bidders shall have to submit their bids online and upload the relevant documents as per the key schedule

Construction of Rainwater Harvesting Recharge Pits

1. The Bidders intending to participate in this RFP are required to get enrolled/ registered on the e-procurement web site <https://www.mpeproc.gov.in/>. Enrolment /registration on the above portal is mandatory.
2. RFP can be purchased only online from <https://www.mpeproc.gov.in/> by making online payment as specified above as per key dates. The Bidders shall have to submit their Bids online and upload the relevant documents from as per the key schedule.
3. At the time of submission of the Bid the eligible Bidder shall be required to:
 - a. Deposit the Earnest Money;
 - b. Submit a check list
4. Amendment to NIT, if any, would be published only on the website: <https://www.mpeproc.gov.in/>
5. Conditional bid will not be accepted and liable to be rejected. GSCDCL reserves the right to accept or reject any or all bids without assigning any reasons thereof.
6. Since the online Bidders are required to sign their bids online using Digital Certificates. Bidders are advised to obtain the same at the earliest.

EXECUTIVE DIRECTOR
Gwalior Smart City Development Corporation Limited, Gwalior

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DISCLAIMER

Gwalior Smart City Proposal (SCP) has been selected to implement the Area Based Development (ABD) and Pan-City proposals by Government of India under Smart City Mission (SCM). Gwalior SCP proposed smart solutions in ABD and pan-city to provide various Smart features/infrastructure.

To implement Smart City projects in Gwalior, Gwalior Municipal Corporation and Madhya Pradesh Urban Development Corporation have formed a special purpose vehicle called Gwalior Smart City Development Corporation Ltd. ("GSCDCL"/ "Authority").

The information contained in this Request for Proposal (the "RFP") document or subsequently provided in writing to the Bidder(s), by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder ("Contractor"), as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all the costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definition of Terms

1. **Agreement/Contract** means; the Contract entered into between the successful bidder and GSCDCL with the entire documentation specified in the RFP.
2. **Applicable Law(s)** means; any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
3. **Authority** means; the Gwalior Smart City Development Corporation Limited (GSCDCL). The project shall be executed in Gwalior.
4. **Contract Value** means; the price payable to the successful bidder under this Contract for the full and proper performance of its contractual obligations.
5. **Document** means; any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per the Information Technology Act, 2000.
6. **Service level agreement (SLA)** is the service level and performance commitment of a successful bidder to the Authority that defines the performance output and availability of the deliveries and installations under this RFP Requirements.
7. **Services** means; the work to be performed by the successful bidder pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Authority.

Section 1.0

**Instructions to
Bidders**

1. Instruction to Bidders

1.1. General Information and Guidelines

1.1.1. Purpose

The Authority seeks the services of for “**Construction of Rainwater Harvesting Recharge Pits, for Gwalior Smart City Development Corporation Limited (GSCDCL)**”. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals.

The detailed scope of work is provided in Section 2.0 of this RFP document.

1.1.2. Consortium & Sub-Contracting

Consortium & Sub-Contracting is not allowed.

1.1.3. Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

1.1.4. Proposal Preparation Costs

- 1 The bidder shall submit the bid at its own cost and expense. The Authority shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights from the Authority.
- 2 All materials submitted by the bidder shall be the absolute property of the Authority and Authority shall have the right on the intellectual property right related matters on such materials.

1.1.5. Pre-bid Meeting and Queries

1. The Authority will host a Pre-Bid meeting as per the date mentioned in the RFP NIT. **The representatives, limited to 2**, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.
2. Bidders shall e-mail their queries to gscdcltender@gmail.com in the form and manner as prescribed in Annexure-5. The response to the queries will be published on www.mpeproc.gov.in. No queries will be entertained thereafter. The responses of the Authority to the pre-bid queries shall become integral part of this RFP. The Authority shall not make any warranty as to the accuracy and completeness of responses.
3. **The Authority shall endeavor to respond to the questions raised or clarifications sought by the**

Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

4. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of this RFP. The verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or in any manner be binding on the Authority.

1.1.6. Amendment of the RFP Document

- 1 All the amendments made in the document would be published only on the e-Tendering Portal [www.mpeproc.gov.in] and shall be part of this RFP.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. The Authority also reserves the right to amend the dates mentioned in this RFP.

1.1.7. Supplementary Information to the RFP

If the Authority deems appropriate to revise any part of this RFP or to issue additional data to clarify any provision(s) of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.8. Authority's Right to Terminate the Process

The Authority may terminate the RFP process at any time and without assigning any reason. The Authority reserves the right to amend/edit/add/delete any clause of this RFP Document. Any amendment, editing, addition, modification or deletion shall form an integral part of this RFP and would be published on the e-Tendering portal [www.mpeproc.gov.in].

1.1.9. Site Visit and Verification of Information

The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

1.2. Key Requirements of the Bid

1.2.1. RFP Document/Tender Fee

RFP can be downloaded from the website www.mpeproc.gov.in. RFP Document Fee of Rs. 2,000/- (Rupees Two Thousand Only) shall be paid through Online-Tendering Payment Gateway only. The RFP document fee shall be non-refundable. The RFP document is non-transferable.

1.2.2. Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required submit EMD of Rs. 37,000/- (Rupees Thirty Seven Thousand Only) with a minimum validity of 180 Days from the last date of submission of the bid in the form of Bank Guarantee / Fixed Deposit Receipt (FDR) / e-FDR issued by any nationalized / scheduled commercial bank in favor of “**Executive Director, GSCDCL**”, payable at Gwalior.
- 2 Unsuccessful Bidders’ EMD will be returned within thirty (30) days after award of the contract and signing of the contract agreement. The EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee (for an amount equal to 10% of Total Contract Value) in the format provided in [Annexure 8](#) of the RFP.
- 3 No interest will be paid by the Authority on the EMD amount.
- 4 The Bid submitted without EMD will be summarily rejected.
- 5 The EMD may be forfeited:
 - a. If, a Bidder withdraws its bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions of this RFP.
 - c. If, during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/fraudulent/*mala fide*, The Authority shall also reject the bid and, if necessary, initiate action.
- 6 The decision of the Authority regarding the forfeiture of EMD shall be final and binding upon all the bidders.

1.3. Bid Submission Instructions

1.3.1. Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids in deviation with the prescribed format are liable for rejection.

1.3.2. Bid Submission Instructions

The complete bidding process will be online (e-Tendering) in three cover system. Electronic and hard copy submission of bids shall be in accordance with the instructions given in the Table below:

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Particulars	Instructions
Cover 1	<p>Proof of submission of RFP Fee and Scanned copy of EMD</p> <p>The Bidder should furnish the Proof of submission of RFP Fee and original document of EMD in Hard Copy as mentioned in the Key Schedule.</p>
Cover 2: Pre-Qualification Proposal	<p>The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats as prescribed in Annexure 1 of the RFP.</p> <p>Pre-Qualification Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the NIT.</p>
Cover 3: Technical Proposal	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 2 of the RFP.</p> <p>Technical Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the NIT.</p>
Financial Proposal	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in Annexure 3 of the RFP.</p> <p>Financial Proposal should be submitted online only.</p>

Note: The Authority will conduct the bid evaluation based on documents submitted through online e-tendering portal. In case of any discrepancy between the bids submitted offline and online, the bid submitted online shall prevail.

2. The following points shall be kept in mind for submission of bids;

- a. The Authority shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract, without any exclusions / omissions / exceptions.
- c. The Authority may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items

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in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

- d. Technical Proposal shall not contain any financial information.
- e. If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.4.5](#) of this RFP, the technical and financial proposals of the Bidder shall not be opened. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which the Authority reserves the right to reject the proposal.

1.3.3. Late Bid and Bid Validity Period

The bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The bids shall have a validity of 180 (one hundred and eighty) days from the last date of submission of bids.

1.3.4. Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraws its' bid during the validity period.

1.3.5. Non-conforming Bids

A bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If the bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the Authority.

1.3.6. Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at the discretion of the Authority. For purposes of interpretation of the Bid, the English translation shall govern.

1.3.7. Authentication of Bid

- a) The Authorized person(s) of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person(s) signing the bid.
- b) The bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorizing the signatory of the Bid to commit on behalf of the Bidder.

1.3.8. Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.4. Evaluation Process

- a. The Authority will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders.
- b. The BEC constituted by the Authority shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of discussion with the BEC.
- d. The BEC may seek clarifications from any bidder with regard to the proposal and reserves the right to visit client of the bidder to validate the credentials/ citations that may have been claimed by the bidder.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.4.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the bidder's representatives who choose to attend the bid opening sessions on the specified date, time and address.
- b. The Authority reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. The bid opening shall be conducted in 2 (Two) Stages;

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- Stage 1 - RFP Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
 - Stage 2- Financial Proposal (online)
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the Tender Notice in the RFP Volume I. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. The Bidder's representatives who choose to attend and are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Authority, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, the Authority will continue with the process and shall open the bids of the all bidders.
- f. During bid opening, preliminary scrutiny of the bid documents shall be made to determine whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order.

1.4.2. Evaluation of Pre-Qualification Proposals

- a. The Authority shall open Cover 1 marked "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the **Cover 1** are as per requirements of the RFP, AUTHORITY shall open **Cover 2** marked "Pre-Qualification Proposal". ***Each of the Pre-Qualification condition mentioned in [Section 1.4.5 of the RFP](#) is MANDATORY.*** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b. The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the [Annexure 1](#).
- c. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.4.5](#) of the RFP.
- d. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all others components) as required for technical evaluation.

1.4.3. Technical Proposal Evaluation

The evaluation of the Technical Proposals will be carried out in the following manner:

- a. The Bidders' technical proposal will be evaluated as per [Annexure 2.0](#) in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified as required for technical evaluation.

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- b At any time during the bid evaluation process, the Bid Evaluation Committee (BEC) may seek written clarifications from the Bidders.

1.4.4. Financial Proposal Evaluation

- a The Financial Proposal will be opened for evaluation, only of the technically qualified Bidders.
- b Of all the Financial Proposals opened, the Bidder whose financial bid is lowest (hereby referred to as L1 Bidder) for total line item (i.e. combined total) mentioned in the financial proposal will be considered eligible for award of contract.
- c However, if the L1 bidder is not the lowest in any of the line item of the financial proposal, then the Authority has discretion to negotiate with L1 bidder for that particular line item and ask him to match the lowest price for that line item.
- d If negotiation fails with L1 bidder for the particular line item then the Authority, at its discretion may or may not give work order for any or all items quoted by bidder.
- e If bidder, after negotiation, fails to qualify as L1 for each of the line item mentioned in Financial Proposal, The Authority, at its discretion, may consider next-ranked bidder for the other line item and issue work order for relevant line item separately. Accordingly, the contract value, Performance Bank Guarantee, Scope of Work and other associated terms will be determined.
- f If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected at the sole discretion of the Authority.

1.4.5. Pre-Qualification Criteria

Each bidder shall meet the following prequalification criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The Bidder should be a private/ public limited Company (registered under Indian Companies Act, 1956/ 2013)/ sole proprietorship / firm registered in India and in operation for at least last 3 years as on date of submission of the proposal. Bidder should be in the	<ul style="list-style-type: none">• Copy of Certificate of Incorporation• Documentary proof for existence,• work orders for last 3 years

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S. No.	Basic Requirement	Specific Requirements	Documents Required
		business of supply and installation of rainwater harvesting pits for a minimum period of 03 (Three) year in India as on date of submission of the proposal.	•
PQ2	Turnover	The Bidder should have average annual Turnover on the said works not less than 50% of probable amount of contract during last 3 financial years. (2013-14, 2014-15, 2015-16)	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor / Chartered Accountant should be duly furnished. • Audited financial statement of last 5 financial years.
PQ3	Net Worth	The Bidder should have positive Net Worth as per the last audited Balance Sheet. (Total assets minus total liabilities = net worth)	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor / practicing Chartered Accountant should be duly furnished
PQ4	Experience	The Bidder should have worked on minimum one similar work of aggregate cost not less than the amount equal to 50% of the probable amount during the last seven (7) financial years, related to supply and installation of Rainwater Harvesting Recharge system to Central/ State Government/ PSU/ Urban Local Bodies in the State of Madhya Pradesh.	<ul style="list-style-type: none"> • Copy of Work Order/ Contract
PQ5	Blacklisting	The Bidder should not have been blacklisted by any Central / State Government / Public Sector Undertaking / Urban Local Bodies in India or similar agencies globally for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	<ul style="list-style-type: none"> • Undertaking by the authorized signatory as per the format given as Annexure 4

1.5. Award of Contract

1.5.1. Award Criteria

Post the evaluation process indicated in Section 1.4 above, the Authority will award the Contract to the Bidder whose Proposal has been determined to be technically responsive to the requirements of the RFP and financially the lowest price, hereby referred to as the 'Successful Bidder'.

1.5.2. Letter of Acceptance ("LOA")

Prior to the expiration of the period of bid validity, the Authority will notify the successful bidder in writing or by fax or email, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, the Authority will promptly notify each unsuccessful bidder.

1.5.3. Signing of Contract

The Authority shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into Contract with the Authority within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by the Authority. Upon the successful bidder's executing the Contract, the Authority will promptly return the EMD of unsuccessful bidder.

1.5.4. Failure to Agree With the Terms & Conditions of the RFP/ Contract

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in such an event the Authority may invite the next best bidder for negotiations or may call for fresh RFP.

1.5.5. The Authority's Right to Accept and or Reject any or All Bids

The Authority reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's action.

1.6. Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of LoA, the Successful Bidder shall at its own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to 10% of contract value to the Authority.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in [Annexure 8](#), payable on demand, for the due performance and fulfillment of the Contract by the Successful Bidder.

Construction of Rainwater Harvesting Recharge Pits

- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by the Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of the period + 6 months after successfully completion of the project.
- e) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f) In the event of the Bidder being unable to service the contract for whatever reason the Authority reserves the absolute right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. The Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 (fourteen) days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) The Authority shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of Defect Liability Period in all respects and duly certified to this effect by the Authority, a Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

1.7. Right to Vary Quantity

- a) After the award of contract, the quantity of works or services originally specified in the bidding documents may be increased / decreased, as necessary. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in this RFP.
- c) Repeat orders for extra items or additional quantities may be placed, the rates and conditions given in the contract Delivery or completion period may also be proportionally increased.

Section 2.0

Scope of Work

2. Scope of Work

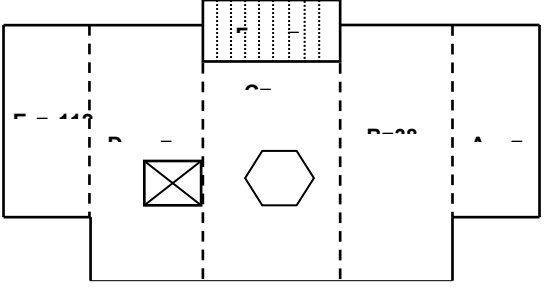

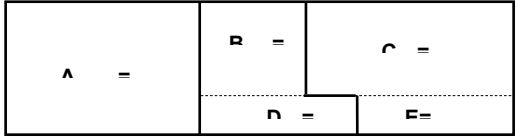

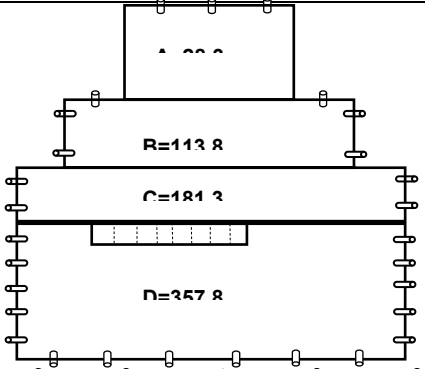

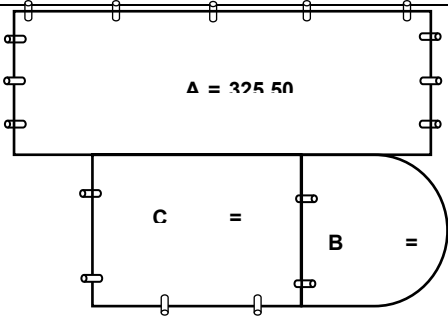

The responsibilities of the bidder shall include;

- a. Delivering, installing, and commissioning of Rainwater Harvesting systems as per specified in this RFP.
- b. The bidder shall survey the project areas and prepare a working drawing before starting the work.
- c. Bidder shall prepare and submit a work methodology and related detail work plan before starting the work within 7 days after award of contract.
- d. Required power and water for commencement of work shall be arranged by bidder at their own cost.
- e. Demolition of existing walls/ railing and any other structures are in the scope of bidder "contractor".
- f. Planning for demolish and rehabilitate the demolished part/area is the part of the scope of work.
- g. Cost incurred in item 'f' shall be borne by bidder "contractor".
- h. Successful bidder shall maintained the Rainwater Harvesting pits for next 2 years after completion of work and check & repair the following area.
 - Contractor shall insure, that there is no cracks are developed on PCC provided, if there is any damaged occurs, it shall be repaired as per the BIS codes and the direction of engineer-in charge
 - Contractor shall insure, that the roof slope are proper and rain water is flowing toward the Khurras and then to down comers during the rainy season, if there is water logging at roof, contractor shall repair as per the direction of engineer- in charge.
 - Contractor shall clean the rainwater harvesting pits before starting the rainy season as per the direction of engineer in charge.
 - If the rain water is not peculating into the filters of pits, than the filter material shall be removed and replaced by new material as per the direction of engineer in charge.
- i. Storage of all material i.e. cement, reinforcement, pipes, casing and other material and machinery, required during the construction, shall be arranged by bidder "contractor" at their own cost.
- j. Bidder shall install total 5 (Five) Rainwater Harvesting Pits in the premises or outside of premises of the listed below buildings, including all required civil and plumbing works as mentioned in 2.2 bill of quantity.
 - a) SBI Building at Maharaj Bada, Gwalior
 - b) Post Office Building at Maharaj Bada, Gwalior
 - c) Museum Near Moti Mahal
 - d) MLB College at Rajpath, Gwalior

Construction of Rainwater Harvesting Recharge Pits



Construction of Rainwater Harvesting Recharge Pits

<p>SBI BUILDING NEAR MAHARAJ BADA</p> <p>TOTAL CATCHMENT AREA = 1376 Sqm</p>		
<p>MLB COLLEGE</p> <p>TOTAL CATCHMENT AREA = 441 Sqm</p>		
<p>MUSEUM NEAR MOTI MAHAL</p> <p>TOTAL CATCHMENT AREA = 681 Sqm</p>		
<p>POST OFFICE BUILDING MAHARAJ BADA</p> <p>TOTAL CATCHMENT AREA = 966 Sqm</p>		

2.1. Detail of Milestone

Successful Bidder shall start project activity related to supply, install and commissioning of Rainwater Harvesting Recharge pits within 15Days from the date receipt of LoA.

The time allowed for the carrying out the work, as entered in the bid shall be strictly observed by the Contractor and shall be deemed to be essence of the contract and shall be reckoned

Construction of Rainwater Harvesting Recharge Pits

immediately from the date of issue of the order to commence the work issued to the Contractor.

The work shall, throughout the stipulated period of contract, be proceeded with all due diligence keeping in view that time is the essence of the contract. The Contractor shall be bound in all cases, to complete

- 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed,
- 3/8th of the work before 1/2 of such time has elapsed
- 3/4th of the work before 3/4 of such time has elapsed

Total duration of contract is 90 (Ninety) day from the date of signing of contract.

Sr. No.	Activity	Duration
1	Bidder shall prepare and submit a work methodology and related detail work plan of complete project	7 (Seven) Days from the date of signing of contract.
2	Delivery of Equipment, material and manpower at specified locations as per the work plan	15 (Fifteen) Days from the date of signing of contract.
3	Successfully Installation & commissioning of Ist Rainwater Harvesting recharge pit at as per the work plan	30 (Thirty) Days from the date of signing of contract.
4	Successfully Installation & commissioning of IInd Rainwater Harvesting recharge pit as per the work plan	45 (Forty Five) Days from the date of signing of contract.
5	Successfully Installation & commissioning of IIIInd Rainwater Harvesting recharge pit as per the work plan	60 (Sixty) Days from date of signing of contract.
6	Successfully Installation & commissioning of IV Rainwater Harvesting recharge pit as per the work plan.	75 (Seventy Five) Days from date of signing of contract.
7	Successfully Installation & commissioning of V Rainwater Harvesting recharge pit as per the work plan	90 (Ninety) Days from the date of signing of contract.

Construction of Rainwater Harvesting Recharge Pits

2.2. Bill of Quantity

S.N.	Particular	Reference UADD SOR 2012	Quantity	Unit	Rate (INR)	Amount (INR)
1	Demolishing C.C./R.C.C work by mechanical means including stacking of serviceable material and disposal of unserviceable material with in 50m, lead.	15.16.1 Vol. 1	25.0	Cum	703.00	₹ 17,575.00
2	Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations: (a) Applying a slurry coat of neat cement using 2.75 kg/sqm of cement admixed with water proofing compound conforming to IS. 2645 and approved by Engineer-in-charge over the RCC slab including adjoining walls upto 300mm height including cleaning the surface before treatment. (b) Laying brick bats with mortar using broken bricks/brick bats 25 mm to 115mm size with 50% of cement mortar 1:5 (1 cement : 5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge over 20 mm thick layer of cement mortar of mix 1:5 (1 cement :5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge to required slope and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs. (c) After two days of proper curing applying a second coat of cement slurry using 2.75kg/sqm of cement admixed with water proofing compound conforming to IS : 2645 and approved by engineer-in- charge. (d) Finishing the surface with 20 mm thick joint less cement mortar of mix 1:4 (1 cement :4 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in- charge including laying glass fibre cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of	18.7 Vol. 2	866.0	Sqm	760.00	₹ 658,160.00

Construction of Rainwater Harvesting Recharge Pits

	300x300 mm square 3mm deep. (e) The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test. All above operations to be done in order and as directed and specified by the Engineer-in-Charge : With average thickness of 120mm and minimum thickness at khurra as 65 mm.					
3	Earth work in excavation for pipe trench in all kinds of rocks in areas including dressing, stacking of useful material and disposal of unserviceable one upto 50 m lead and lift upto 1.5 m. (a) Soft rock with or without blasting or bituminous pavement.	15.3 Vol. 1	100.0	Cum	206.00	20600.00
4	Earth work in Excavation for pipe trench in all kinds of soil and WBM in areas including dressing, watering and ramming and disposal of Excavated earth lead upto 50 meters and lift upto 1.5m, disposal earth to be leveled, neatly dressed.	15.1 Vol. 1	1000.0	Cum	129.10	129100.00
5	Extra for every additional lead up to 50 m or part thereof over item 4	15.5 Vol. 1	10.0	Cum	5.00	50.00
6	Brick work with well burnt chimney bricks having crushing strength not less than 25 kg/cm ² and water absorption not more than 25% in foundation & plinth in Cement Mortar 1:5	15.24 Vol. 1	100.0	Cum	3499.00	349900.00
7	PLASTER: 12mm thick cement plaster in single coat including finishing even, smooth and curing including cost of form work complete. 1:4 (Cement 1: Sand 4)	15.25 Vol. 1	200.0	Sqm	109.00	21800.00
8	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire upto floor two level including all wastage etc. complete. Hot rolled deformed bars	5.20.4 Vol. 2	1000.0	Kg	60.00	60000.00
9	Providing, laying and jointing following P.V.C. pipes with solvent cement joint for 6, 8 and 10 kg/ sq. cm. pressures including testing of joints, cost of jointing materials etc. complete in all respect. [Conform to IS 4985:2000 and IS 7634]	5.1Vol. 1				
	PT-3) 6Kg/Cm ² 110mm Dia.		100	RM	182	₹ 18,200.00

Construction of Rainwater Harvesting Recharge Pits

	PT-3) 6Kg/Cm2 160mm Dia.		250	RM	493	₹ 123,250.00
10	Filling available excavated earth in trenches, lead up to 50m and lift up to 1.5m in all kind of soil excluding watering and ramming.	15.8 Vol. 1	800.0	Cum	19.00	₹ 15,200.00
11	Carriage of Material by Mechanical transport including loading unloading & stacking etc. 5KM Distance	16.15.2.5 Vol. 1	200.0	Cum	97.39	₹ 19,478.00
12	Providing and Fixing of rain water harvesting kit in NON pressure RCC ring 1.5m dia. and 2.75m height including filling material- White Gravel, Black Gravel, Brick Bats, Wooden Charcoal, Sand in all respect complete as per drawing and instruction of engineer in charge	NON SOR	5.0	Nos.	35000.00	₹ 175,000.00
13	Providing and Fixing silting chamber RCC ring 1.0m dia. and 1.0m depth all complete, as per instruction of engineer in charge	NON SOR	5.0	Nos.	3000.00	₹ 15,000.00
14	Boring/drilling bore well of required dia for casing/ strainer pipe, by suitable method prescribed in IS: 2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/ bore log, including hire & running charges of all equipments, tools, plants & machineries required for the job, all complete as per direction of Engineer-in-charge, upto 90 metre depth below ground level. All types of soil. 300mm dia	23.1 DSR 2016	150.0	Mtr	370.70	₹ 55,605.00
15	Supplying, assembling, lowering and fixing in vertical position in bore well, unplasticized PVC medium well casing (CM) pipe of required dia, conforming to IS: 12818, including required hire and labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer -in-charge 200mm dia	23.3 DSR 2016	150.0	Mtr	610.65	₹ 91,597.50
16	Supplying, assembling, lowering and fixing in vertical position in bore well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS: 12818, including hire & labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge. 150mm Dia. Perforated pipe	23.4 DSR 2016	150.0	Mtr	529.35	₹ 79,402.50
TOTAL ESTIMATED COST OF ALL FIVE PIT						₹ 1,849,918.00

2.3. Technical Specifications

2.3.1. General Specification of RWHRP

This specification includes the following:

- 1) PVC pipes,
- 2) Filters,
- 3) Civil - Construction of chambers and filters

PVC pipes and fittings

PVC (polyvinyl chloride) shall be plain / spigot end nominal outside diameter (Nominal size) of DN-160. The pipe shall be classified by pressure ratings as Class- 5, 1.0 MPa (10 kg/cm²). The supply of PVC pipes shall meet as per Indian standard IS: 4985:2000.

Handling and storage

PVC pipes shall be stored on racks in which case they should be adequately supported at intervals of four feet. For a six meter length of pipe there should be four or five supports. Pipes should not be staked under open area and it is staked under shade. On no account pipe should be dragged along the ground.

Trench preparation

The trench bottom should be carefully examined for the presence of hard objects such as flints, rock projections or tree roots. In uniform, relatively soft fine grained soils found to be free of such objects, and where the trench bottom can readily be brought to an even finish providing uniform support for the pipes over their length. The pipes shall be laid on sand bed with a thickness of 150mm. Trenching should not be carried out too far ahead of pipe laying. The trench should be kept as narrow as practicable but must allow adequate space for joining the pipes and placing and compacting the back fill. A width of 12 inch over the outside diameter of the pipe shall normally be found adequate for the purpose

Pipe laying

The pipe should be positioned in the trench so as to avoid any induced stress due to deflection. Any deviation required should be obtained by using pre formed pipes bends. At all times during the handling and joining of pipes every effort should be made to prevent the ingress of dirt any foreign material in to the bore of the pipe and if joining is stopped for a time the end of the last pipe should be blanked off temporarily.

Backfilling

PVC pipes although slightly flexible , are able to carry the external loads imposed upon them in underground laying because, being able to deform to a considerable degree without fracture, they derive additional supporting strength from the lateral restrained afforded by the soil at the site of the pipes which opposes any increase in the horizontal diameter of the pipe. This lateral support is of prime important in enabling the pipe to carry the external loads without excessive

deformation. It is therefore important when laying PVC pipes to take adequate precaution to ensure that satisfactory compaction of the backfill, the lateral support is effective.

As with pipes of other material it is necessary to ensure with PVC pipes that sharp objects such as large flints do not bear directly upon them and also that are not placed where they may come into contact with them after the passage of time.

In all cases care should be taken to remove all leveling pegs and temporary packing such as wooden wedges before backfilling.

Joining

Methods of joining PVC pipes

The methods of joining PVC pipes can be classified into two categories:

- i) Using solvent cement joining (If PVC pipe is having spigot end at one side and socket end at other side)
- ii) Using fusion joining (If PVC pipe is having socket ends at both the sides).

Both type of joining is acceptable and any one method shall be adopted for joining the pipes at site.

i) Using solvent cement joining

This type of joints shall be meant for smaller diameter pipes like DN160. This joint shall be made by the application of solvent cement to the mating surfaces of the spigot and socket end of the pipes. It is often described as a cold weld joint. The spigot and socket of the pipe must be clean and dry. Roughen the surface with emery paper. If the ends are grossly contaminated clean them with acetone or methyl alcohol. Apply solvent cement relatively thick on the spigot and thin into the socket. For larger sizes allow the first coat to dry and apply a second coat.

The spigot is pushed home into the socket.

ii) Using fusion joining

These types of joints are also used for smaller diameter pipes like DN 160. This joint shall be made by the application of heat to the mating surface of the socket ends and pushed into the sockets home each other.

Testing

Where pressure testing is conducted on a pipeline jointed throughout with end load bearing joints e.g., spigot and socket solvent weld, it is not absolutely necessary to backfill the pipe before applying the pressure test, although it will probably be more convenient to do so. The pressure test should be conducted before backfilling the trench. Before filling, the test to be carried especially to the joints inspected and test is judged satisfactory Solvent cemented pipelines should not be pressure tested until at least 24 hours after the last solvent cemented joint has been made.

Since the pipes are used for conveying the rainwater, the pipes shall be tested for ordinary leak test with suitable pressure. Otherwise the pipes shall be tested with full of water to identify the leaks.

3

General Conditions of
Contract (GCC)

3. General Conditions of Contract (GCC)

3.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

3.1.1. Salient Features of the applicable Labour Laws

Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

Employees Provident Funds and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

- i. Pension or family pension on retirement or death as the case may be.
- ii. Deposit linked insurance on the death in harness of the worker.
- iii. Payment of provident fund accumulation on retirement/death etc.

Maternity Benefit Act 1951: - The Act provides for maternity benefit and some other benefits to women employees.

Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is, required to take license from the designated Officer.

Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.

Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

Construction of Rainwater Harvesting Recharge Pits

Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.

Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

Building and Other Construction Workers' Welfare Cess Act, 1996 and the Building and other Construction workers (Regulation of Employment and Conditions of Service) Act, 1996 - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

3.1.2. CONSTRUCTION SAFETY

IS: 3696(Part-1, 2) Safety code for scaffolds and ladder

IS: 3764 Safety code for excavation work

IS: 7205 Safety code for erecting of structural steel work

SP: 70-2001 Handbook on Construction Safety Practices

- 1) On all excavation work, safety precautions for the protection of life and property are essential: While measures to avoid inconveniences to the public are desirable. Such measures and precautions include the erection and maintenance signs (to forewarn public), barricades, bridges, and detours: placing and maintenance of lights both for illumination and also as

Construction of Rainwater Harvesting Recharge Pits

danger signals, provision of watchmen to exclude unauthorized persons particularly children, from trespassing on the work: and such other precautions as local conditions may dictate.

- 2) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
- 3) Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 4) Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
- 5) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
- 6) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any claim by any such person.
- 7) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
- 8) Safety Measures for digging bore holes:-
 - If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

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- During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work.
 - Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people;
 - After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - After the completion of the bore well, the Contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - After the bore well is drilled the required area should be brought to the ground level.
- 9) Demolition - before any demolition work is commenced and also during the progress of the work,

All roads and open areas adjacent to the work site shall either be closed or suitably protected.

No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

- 10) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:--.

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles

(ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

(iii) Those engaged in welding works shall be provided with welder's protective eye shields.

(iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- 11) When workers are employed in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the Contractor shall ensure that the following safety measure are adhered to:-

- a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
- b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

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- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gumboots or non-sparking shoes, bump helmets and gloves, non-sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and Adequate medical aid should be provided to him.
 - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- 12) An additional clause of Safety Code
- 13) The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

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- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
 - (viii) The employer may require, when necessary medical examination of workers. (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 14) When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 15) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- (ix) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (x) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (xi) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (xii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (xiii) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards Contractor's machines the Contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- 16) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 17) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

- 18) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or their representatives.
- 19) Notwithstanding the above clauses from (1) to (18), there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.

3.2. Payment Terms

1. No advance payment shall be made.
2. The Successful Bidder's request(s) for payment shall be made to the Authority in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted and upon fulfillment of other obligations stipulated in the contract.
3. The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed as per the Billing Break-up given in Bill of quantity.
4. The Engineer-in-Charge shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
5. The value of work executed shall be determined, based on the measurements approved by the Engineer in charge.
6. The value of work executed shall comprise the value of the quantities of the items in the Billing Breakup given in Bill of quantity.
7. The value of work executed shall also include the valuation of variations and compensation events.
8. All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
9. The Engineer-in-Charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
10. Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
11. Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
12. Payments shall be made by the Authority within thirty (30) days after submission of the approved invoice by the Successful Bidder, only after quality inspection and verification by the designated Official of the Authority in conformity of the work as per agreed specifications.
13. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of Successful Bidder.
14. All remittance charges shall be borne by the Successful Bidder.

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15. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
16. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective invoice.
17. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations

3.2.1 Payment Schedule

Sr. No.	Activity	Duration	Payment
1	Successfully Installation & commissioning of Ist Rainwater Harvesting recharge pit as per the work plan	30 (Thirty) Days from the date of signing of contract	As per the work measurement at site
2	Successfully Installation & commissioning of IInd Rainwater Harvesting recharge pit as per the work plan	45 (Forty Five) Days from the date of signing of contract	As per the work measurement at site
3	Successfully Installation & commissioning of IIIInd Rainwater Harvesting recharge pit as per the work plan	60 (Sixty Five) Days from date of signing of contract	As per the work measurement at site
4	Successfully Installation & commissioning of IV Rainwater Harvesting recharge pit at as per the work plan	75 (Seventy Five) Days from date of signing of contract	As per the work measurement at site
5	Successfully Installation & commissioning of V Rainwater Harvesting recharge pit at as per the work plan	90 (Ninety) Days from the date of signing of contract	As per the work measurement at site

3.2.2 Compensation for Delay

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

- i. Slippage up to 25% in financial target during the milestone under consideration – 2.5% of the work remained unexecuted in the related time span.
- ii. Slippage exceeding 25% but up to 50% in financial target during the milestone under consideration – 5% of the work remained unexecuted in the related time span.
- iii. Slippage exceeding 50% but up to 75% in financial target during the milestone under construction – 7.5% of the work remained unexecuted in the related time span.
- iv. Slippage exceeding 75% in financial target during the milestone under consideration – 10% of the work remained unexecuted in the related time span.

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

The decision of Engineer in Charge will be after scrutiny and recommendation by Chief Executive Officer, GSCDCL shall be final and binding upon both the parties.

3.3. Performance Security

The Contractor shall have to submit performance security and additional performance security, if any, as specified in Bid data sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and Additional performance, if a security remains valid for the period of 180 days after completion of work.

3.4. Defect Liability Period (DLP).

- 1) Performance Bank Guarantee will be returned after successful completion of Defect Liability Period (DLP).
- 2) The initial period of 2 (two) years after physical completion of work shall be treated as Defect Liability Period (DLP).

3.5. Completion Certificate

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

3.6. Final Account

- 1) The Contractor shall supply the Engineer-in-Charge with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 (twenty one) days of issue of certificate of physical completion of works. The Engineer-in-Charge shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 (forty five) days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer-in-Charge shall issue within 45 (forty five) days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the Competent Authority as defined in the Contract Data, who shall decide on the amount payable to the Contractor after hearing the Contractor and the Engineer in Charge.

- 2) In case the account is not received within 21 (twenty one) days of issue of Certificate of Completion as provided in clause 3.5 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 (twenty eight) days of issue of Certificate of Completion

3.7. Confidential Information

- a) The Authority and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Successful Bidder shall not use the documents, data, and other information received from the Authority for any purpose other than the services required for the performance of the Contract.

3.8. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the submission for Bids, any law, regulation, ordinance, order or bylaws having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

3.9. Force Majeure

- a) The Successful Bidder shall not be liable for termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.10. Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.

2. Arbitration:

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between the Authority and the Successful Bidder, which has not been settled amicably, either party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the Authority and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the CEO, GSCDCL. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- b) Arbitration proceedings shall be held in Gwalior, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Authority and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

3.11. Extensions of Time

1. If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify the Authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, the Authority shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.
2. Delay by 60 days the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in the Authority, unless an extension of time is agreed mutually.

3.12. Termination

1. Authority may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 3.8. In such an occurrence, Authority shall give a not less than 30 (thirty) days' written notice of termination to the Successful Bidder.
2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.
3. If the Successful Bidder becomes insolvent or goes into liquidation, or a receiver is appointed for it.
4. If, in the judgment of the Authority, it has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of more than 60 (sixty) days.
6. If the Successful Bidder submits to the Authority a false statement which has a material effect on the rights, obligations or interests of the Authority.
7. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
8. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, the Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Authority may decide to give one chance to the Successful Bidder to improve the quality of the services.
9. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
10. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
11. In the event the Authority terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, the Authority may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed from a third party, and the Successful Bidder shall be liable to the Authority for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

3.13. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 3.12, the Authority shall make the following payments to the Successful Bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.12 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.12 (1) (2),(3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the Authority may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Authority. Applicable under such circumstances, upon termination, the Authority may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to the Authority within 30 (thirty) days of the date of the termination.

3.14. Assignment

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, The Authority, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

3.15. Other Conditions

- a) The Successful Bidder should comply with all applicable laws and rules of Government of India and Government of Madhya Pradesh.
- b) Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with the Authority or its allied Offices and shall not be treated as the employee of the Authority at any time
- c) CEO, GSCDCL reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

3.16. Risk Purchase

In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the CEO, GSCDCL reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

3.17. Other Conditions of Contract

3.17.1 Currencies

All payments will be made in Indian Rupees.

3.17.2 Labour

- 1) The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 2) The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

3.17.3 Compliance with Labour Regulations and Construction Safety

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

- I. The Contractor shall be solely responsible for complying with all statutory provisions relating to manpower engaged by, for, or through them. In the event of any liability on Employer by virtue of its being principal employer due to failure of the Contractor to comply with all applicable labour legislations, the Contractor shall indemnify and/or reimburse the amount payable by Employer, if any on this account.

- II. If any accident, any injury or physical harm to any person is caused during operations within the contract period, the Contractor, as the case may be the Contractor shall be solely responsible and shall bear all the cost and consequences' associated with such eventualities. The Contractor and also agrees and undertakes to indemnify and keep indemnified Employer, its directors/ employees/ agents and its consultants.

3.17.4 Construction Safety

The Contractor should be well conversant with technical as well as administrative and legal aspects of safety and judicial pronouncement. The Contractor shall all times take all reasonable precautions and safety measures to maintain safety of personnel and property. The Contractor shall, at its own expenses and throughout the period of the contract ensure appropriate and suitable arrangements for health, safety and hygiene requirements for the surroundings. The State and Central Government prevailing all Statues in this regard must be complied in letter and spirit throughout the period of contract.

3.17.5 Audit and Technical examination

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

3.17.6 Death or permanent invalidity of Contractor

During continuance of the contract, the Contractor and its sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications, and bye laws of the state or central government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the major labour laws that are applicable to construction industry are given in the contract data. The Contractor shall keep the employer indemnified in case any action is taken against the employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ by laws/ Acts/ Rules regulations including amendments, if any, on the part of the Contractor, the Engineer-in-Charge /Employer shall have

the right to deduct from any money due to the Contractor including his amount of performance of security. The Employer/ Engineer-in-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the employer at any point of time.

3.17.7 Jurisdiction

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

3.17.8 Monthly Running Account (RA) Bills

The payment certificates shall be regulated as per the provisions of clause 3.2 of the contract.

- 1) Upon the signing of agreement the Engineer-in-Charge shall decide the date of submission of monthly statement (RA Bills) as mentioned in clause 3.2.
- 2) The Engineer-in-Charge shall check the Contractor's monthly statement (RA Bills) and certify the amount to be paid to the Contractor within 7 days of submission of monthly statement (RA Bills).
- 3) The Employer shall ensure the payment to the Contractor as per clause 3.2 with in 30 (thirty) days of submission of monthly statement (RA Bills).

Annexure

Annexure 1- Guidelines for Pre-Qualification Proposal

Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			Transaction Number: Date: EMD Mode: Reference No:
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Power of Attorney in favour of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
5.	Copy of certificate of incorporation in case of company / registration under the relevant law			Corporate Identity Number: Date of Incorporation: Or any documents
6.	Copy of Certificate from the Statutory Auditor / Chartered Accountant for the last 3 (three) financial years As per format provided at Annexure 7			Year-wise details of turnover Average Turnover:
7.	Certificate from the Chartered Accountant towards the Net worth of the Bidder.			Name of CA – Certificate Date -
8.	The Bidder should have worked on minimum one similar work of aggregate cost not less than the amount equal to 50% of the probable amount during the last 7 financial years, related to supply and installation of Rainwater Harvesting Recharge system to Central/ State Government/ PSU/ ULB organization in the State of Madhya Pradesh.			Customer Name: Work Order Number: Date of Work Order:

Construction of Rainwater Harvesting Recharge Pits

S No.	List of Documents	File Name	Submitted (Y / N)	Description
9.	Declaration for not blacklisted by Central/State Government/ PSU entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. As per format provided at Annexure 4			Reference No: Date of Letter:

Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam City Centre Office,

Gwalior (M.P) 474003

Subject: Bid for "*Construction of Rainwater Harvesting Recharge Pits, Gwalior*"

RFP Reference No: XXXX

Dear Sir,

With reference to your "*Request for Proposal for Construction of Rainwater Harvesting Recharge Pits, Gwalior*", we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted EMD of INR [] in the form of [.....] and Tender fee of INR [] online through e-Tendering Portal (www.mpeproc.gov.in),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 (One Hundred and Eighty) days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

Construction of Rainwater Harvesting Recharge Pits

- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies, discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with the Authority's written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected.

In case of any clarifications please contact _____ email at _____

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Annexure 1.3 - Format to share the Particulars of the Bidder

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidder:	
2.	Address and contact details of Bidder:	
3.	Corporate Identity Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	GST No.	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

Annexure 1. 4. - Format of Project Citation

S No	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.

Annexure 2. - Guidelines for Technical Proposal

Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter As per Annexure 2.2			Reference No: Date of Letter:
2.	Undertaking on Service Level Compliance As per Annexure 9			Reference No: Date of Letter:
3.	Self-certificate regarding Total Responsibility As per Annexure 10			Reference No: Date of Letter:

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

**Executive Director
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam, Smart City,
Gwalior (M.P) 474003**

Sub:Request for Proposal for " *Construction of Rainwater Harvesting Recharge Pits, Gwalior*" ("Tender")

RFP Reference No: XXXX

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for "***Construction of Rainwater Harvesting Recharge Pits, Gwalior***"

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for "***Construction of Rainwater Harvesting Recharge Pits, Gwalior***", put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and GSCDCL or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank or a schedule commercial bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and GSCDCL.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to GSCDCL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead GSCDCL as to any material fact.

Construction of Rainwater Harvesting Recharge Pits

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Annexure 3– Guidelines for Financial Proposal

Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam, City Centre,

Gwalior (M.P) 474003

Subject: Bid for the *Construction of Rainwater Harvesting Recharge Pits*, Gwalior (“RFP”)

RFP Reference No: XXXX

Dear Sir,

1. I/We, the undersigned bidder, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of government taxes/duties as mentioned in the financial bid (BoQ).
3. I / We undertake, if our bid is accepted, to in accordance with the schedule specified in the RFP.
4. I/We undertake to successfully installation as per scope of work mentioned in the RFP document.
5. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by GSCDCL;
8. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
9. I / We agree to abide by this bid for a period of 180 (One Hundred and Eighty)days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Construction of Rainwater Harvesting Recharge Pits

9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

10. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date:

Yours faithfully,

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Construction of Rainwater Harvesting Recharge Pits

Annexure 3.2 - Financial Proposal Format & Instructions

To be submitted on e-Tendering Portal only (i.e. www.mpeproc.gov.in)

RFP Reference No: XXXX

Cost for Construction of Rainwater Harvesting Recharge Pits (Inclusive of all taxes and duties)

S No	Project	Estimated Cost (Rs)	Percentage bid	Total Price
1	Construction of Rainwater Harvesting Recharge Pits	18,49,918/-		
Note	Bidders to note that the above cost is inclusive of 100% comprehensive onsite support and warranty for 5 Years All duties, taxes (excluding GST) and other levies payable by the Bidder shall be included in the percentage quoted by the Bidder			

Instructions:

- GSCDCL does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken/supplied.
- Bidder should provide all prices as per the prescribed format under this Annexure 3.2.
- All the prices are to be entered in Indian Rupees ONLY.
- GSCDCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- GSCDCL shall take into account all taxes, duties and levies for the purpose of evaluation.
- The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by GSCDCL whatsoever.
- Bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- Any component/fixtures/labour work, ancillary/adjunct to any specified item or the project as a whole, shall be deemed to have been included in the unit rates quoted above.
- The Bidder is required to submit Financial Bid exclusive of applicable GST. The GST as per rules shall be paid separately.

Annexure 4- Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam, Smart City,

Gwalior (M.P) 474003

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: XXXX

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, GSCDCL reserves the right to reject the Bid or terminate the Contract without any compensation to the successful bidder.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone &Fax :

E-mail address :

Annexure 5 - Format of sending pre-bid queries

RFP Reference No: XXXX

Bidder's Request For Clarification				
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidders are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.

Annexure6- Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____

as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Request for Proposal for Construction of Rainwater Harvesting Recharge Pits, Gwalior”**, including signing and submission of all documents and providing information / responses to the Gwalior Smart City Development Corporation Limited (GSCDCL), representing us in all matters before GSCDCL, and generally dealing with the GSCDCL in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Annexure 7 – Format for Annual Turnover

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Financial Years (2013-14, 2014-15, 2015-16).

Financial Information			
Financial Year	2013 - 2014	2014 - 2015	2015 - 2016
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER			
Note: Annual turnover should be certified by CA/Statutory Auditors.			

Annexure 8 – Format for Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref: < --- >

Date: _____

Bank Guarantee No.: _____

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam, Smart City,

Gwalior (M.P) 474003

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956/2013, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), has entered into a Contract dated (Hereinafter, referred to as “Contract”) with you for “**Request for Proposal for the Construction of Rainwater Harvesting Recharge Pits, Gwalior**”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 5% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and

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conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good during the contract period and till 180 (One Hundred and Eighty) days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against GSCDCL; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the terms of the Contract, any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and

Construction of Rainwater Harvesting Recharge Pits

conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of Authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Gwalior for the purpose of any suit or action or other proceedings arising out of this guarantee.

Dated this day 20....

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

Construction of Rainwater Harvesting Recharge Pits

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.