

# JABALPUR SMART CITY LIMITED (JSCL)

## MADHYA PRADESH

### TENDER DOCUMENT

Office of the : *Jabalpur Smart City Limited*

NIT Number and Date : *JSCL/2019/606/ADM/62*

Date of NIT : *10/08/2019*

Agreement Number and  
Date :

Name of Work : *Design, Supply and Installation of tensile membrane roof covering with supporting system and related civil, electrical & Drainage works at Galaua Hawker Zone (Kachpura), Jabalpur*

Name of the Contractor :

Probable In Fig : *Rs. 30800000/-*  
Amount of : *Rupees three crores eight lakh only*

Contract In words

Contract :

Amount In Fig :

:

In words

Stipulated Period of : *6 Months*

Completion

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## News Paper Cutting



Jabalpur Smart City Limited  
CIN-U75100MP2016SGC035536


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Ref. No. JSCL/2019/SCC/ADM/52 Dated: 10/08/2019

**NOTICE INVITING TENDER**

Jabalpur Smart City Limited invites online proposal for "Tensile roofing of Gulauaa hawker zone". Detail Information can be downloaded from [www.mptenders.gov.in](http://www.mptenders.gov.in) and [www.jscljabalpur.org](http://www.jscljabalpur.org)

Contact – 7611136807, 7611136815

  
Chief Executive Office  
Jabalpur Smart City Limited

**SECTION 1**  
**Notice Inviting e-Tenders**  
***Jabalpur Smart City Limited***

N.I.T.NO. JSCL/2019/606/ADM/62

Dated. 10/08/2019

Online bids for the following works are invited from approved and eligible are invited from registered contractors and firms of repute fulfilling registration criteria:

S.No.	Work	District(s)	Probable Amount (Rs. In lacs)	Completion Period (months)
1	<i>Design, Supply and Installation of Tensile Membrane Roof Covering with Supporting System and Related Civil &amp; Drainage Works at Galaua Hawker Zone (Kachpura), Jabalpur</i>	<i>Jabalpur</i>	<i>308.00 Lakhs</i>	<i>6 Months (including rainy season)</i>

1. Interested bidders can view the NIT on website <http://www.mptender.gov.in>
2. The Bid Document can be purchased only online from 23/08/2019 to 23/09/2019.
3. **Pre-Bid Meeting** is scheduled on **3:00 PM 03/09/2019** at JSCL office Manas Bhawan, Jabalpur.
4. Amendments to NIT, if any, would be published on website only, and not in Newspaper.

Chief Executive Officer  
Jabalpur Smart City Limited

**Notice Inviting Tenders  
Jabalpur Smart City Limited**

**Office of the Executive Director, Jabalpur Smart City Limited**

Online bids for the following works are invited are invited from registered contractors and firms of repute fulfilling registration criteria:

S. No.	Name of Work	District	Probable Amount of Contract (Rs. In lacs)	Earnest Money Deposit (EMD) (in Rupees)	Cost of Bid Document (in Rupees)	Category of Contractor	Period of completion (in Months)
1	<i>Design, Supply and Installation of Tensile Membrane Roof Covering with Supporting System and Related Civil &amp; Drainage Works at Galaua Hawker Zone (Kachpura), Jabalpur</i>	Jabalpur	308.00 Lakhs	1,54,000 /-	15,000.00	Appropriate class	6 Months (including rainy season)

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website.
2. Bid Document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/ internet banking.
3. At the time of submission of the bid the eligible bidder shall be required to :
  - a. *Pay the cost of bid document.*
  - b. *Deposit the Earnest Money*
  - c. *Submit a check list and*
  - d. *Submit an affidavit.*
4. *Further, Details can be seen in the Bid Data Sheet.*
5. **Eligibility for bidders :**
6. At the time of submission of the bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in appropriate Class. However, such bidders who are not registered with the Government of Madhya Pradesh and eligible for registration can also submit their bids after having applied for registration with appropriate authority. The bidder would be required to have valid registration at the time of signing of the Contract.
7. Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
8. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
9. **Special Eligibility-** Special Eligibility Conditions, if any, are given in the Bid data sheet.
10. The Bid Document can be purchased only online from **23/08/2019 to 23/09/2019**.
11. Pre-Bid Meeting is scheduled on **3:00 PM 03/09/2019** at JSCL office Manas Bhawan, Jabalpur.
12. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Chief Executive Officer  
Jabalpur Smart City Limited



## **SECTION 2 INSTRUCTIONS TO BIDDERS (ITB)**

### **A. GENERAL**

#### **1. PROJECT OBJECTIVE AND KEY COMPONENTS**

JSCL intends to develop the market beside the Galaua Taal. To develop the area, it is decided to erect the tensile membrane roofing system for shading.

General Scope of work will be design, engineering, patterning, fabrication and installation of the tensioned membrane structure, cables & fittings as shown on the drawings

##### **Scope of Work**

- **Selected bidder should**
- Design, engineering, and patterning of Architectural Membrane, cables and related perimeter attachment hardware
- Preparation of design of structural steel, RCC foundation work, rainwater drainage with all relevant calculation sheets.
- **Third party vetting of all the design related to structural Steel and associated civil works by I.I.T/NIT/Reputed Government College.**
- Execution of the work complete as specifications, drawings and direction of Engineer in Charge

*Note- Details and drawings given in document are for information purpose only and successful bidder shall undertake confirmatory surveys for accuracy and completeness of data. It is in scope of successful Bidder to undertake all Site surveys, Geotechnical investigations/Engineering Surveys, hydrological investigations Underground Utility Surveying obtaining all required approvals from the relevant authorities, Carry out Design and Drawings for all the components of the work as per Employers requirement and submit the same to client for review and approval.*

#### **2. GENERAL QUALITY OF WORK:**

The work shall have to be executed in accordance with the technical specifications specified in the Bid Data sheet/ Contract Data, and shall have to meet high standards of workmanship, safety and security of workmen and works.

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

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

#### **4. ONE BID PER BIDDER**

- 4.1. The bidder can be an individual entity or a joint venture (if permitted as per Bid Data Sheet). In case the J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.
- 4.2. No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified

#### **5. COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the Government/ JMC/ JSCL or the Authority

**6. SITE VISIT AND EXAMINATION OF WORKS:**

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

**B. BID DOCUMENTS**

**7. CONTENT OF BID DOCUMENTS:**

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, Bid Data Sheet with all Annexure
3. Conditions of Contract :
  - I. Part I General Conditions of contract and the Contract Data with all Annexure, and
  - II. Part II Special Condition of Contract.
4. Specifications
5. Drawings
6. Priced bill of quantities
7. Technical and Financial bid
8. Letter of Acceptance
9. Agreement, and
10. Any other document(s), as specified

**8. EXAMINE**

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

**9. PRE-BID MEETING (WHERE APPLICABLE)**

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

- 9.1. Details of venue, date and time would be mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid-meeting would be communicated on the website only, and intimation to bidders would not be given separately.
- 9.2. Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.

- 9.3. Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
- 9.4. Pursuant to the pre-bid meeting, if the employer deems it necessary to amend the bid Documents, it shall be done by issuing amendment to the online NIT.

#### **10. AMENDMENT OF BID DOCUMENTS:**

- 10.1. Before the deadline for submission of bids, the Employer may amend or modify the bid document by publication of the same on the website.
- 10.2. All amendments shall form part of the Bid Document.
- 10.3. The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

### **C. PREPARATION OF BID**

#### **11. BID PREPARATION**

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

#### **12. DOCUMENTS COMPRISING THE BID:**

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

**Part 1-** This shall be known as online Envelop A and would apply for all bids. Online envelop A shall contain the following as per details given in the bid data sheet:

- i) Registration number or proof of application for registration and organizational details in the format given in the bid data sheet.
- ii) Payment of the cost of Bid Document.
- iii) Earnest Money : and
- iv) An Affidavit Duly Notarized.

**Part 2 –** This shall be known as Online Envelope B and required to be submitted only in work where pre-qualification conditions and / or special eligibility conditions are stipulated in the Bid Data Sheet. Online Envelope B shall contain a self-certified sheet duly supported by documents to demonstrate fulfilment of pre-qualification conditions.

**Part 3-** This shall be known as online Envelope C and would apply to all bids. Envelop C shall contain financial offer in the prescribed format enclosed with the Bid Data Sheet and shall only be submitted online.

#### **13. LANGUAGE:**

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are

accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

**14. TECHNICAL PROPOSAL:**

- 14.1. Only, in case of bids with pre-qualification conditions defined in the Bid Data Sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.
- 14.2. All the documents/ information enclosed with the Technical Proposal should be self-attested and certified by the bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document/information is found false/fake/untrue before acceptance of bid. If it is found after acceptance of the bid, the bid sanctioning authority may at his discretion forfeit his performance security / guarantee, security deposit, enlistment deposit and take any other suitable action.

**15. FINANCIAL BID:**

- 15.1. Online tender filled in either percentage plus or minus Bid to be quoted % above or below in the given uploaded Excel Sheet format
- 15.2. For NON SOR item sheet individual rates must be quoted for each item in the given uploaded excel sheet
- 15.3. (If entered "0" it will be treated as "at par". By default, the value is zero only).
- 15.4. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies except goods & services tax (GST). The amount of applicable GST will be paid separately to the contractor with each bill at the time of payment; and the employer shall not be liable for any duties, taxes (except GST) royalties and levies etc.
- 15.5. Currencies of Bid and Payment - The unit rates given in the BOQ is in Indian Rupees. All payments shall be made in Indian Rupees.
- 15.6. Financial Bidding can be done through the excel sheet uploaded on [www.mptenders.gov.in](http://www.mptenders.gov.in). Rates can be quoted in the highlighted cell of the financial bid
- 15.7. Instructions for financial bid submission-
- 15.8. In case of Percentage Rate Tender, Contractor must ensure to quote single percentage rate in attached financial bid format. Quote should be in percentage higher or below on the SOR Rates the same is to quote in the form of decimal only.
- 15.9. In case of Item Rate Tender, price shall be entered against each item in the Bill of Quantities / Schedule of Quantities. The cost of item against which the contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in Bill of Quantities / Schedule of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by the contractor.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the Bidder, rate of such item shall be treated as "0" (ZERO).

- a. Financial Bid format is uploaded in Excel Format in [www.mptenders.gov.in](http://www.mptenders.gov.in). At the time of financial bidding, bidder is requested to download the file, and update the same.

- b. For Non SOR items bidder can quote for individual item rates in respective financial bid sheet.
- c. Bidders are requested to check final figure in all the totals of all sheets. JSCL is not responsible for errors in the financial bid document.
- d. Bidders are required to upload the updated financial bid in the prescribed excel format in the [www.mptenders.gov.in](http://www.mptenders.gov.in) at the time of final financial bid submission.

**16. PERIOD OF VALIDITY OF BIDS:**

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

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

- 17.1. The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 17.2. The EMD shall be in the form of Fixed Deposit Receipt of a scheduled Nationalised/commercial bank, issued in favors of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However, form(s) of EMD may be allowed by the employer by mentioning it in the Bid Data Sheet.
- 17.3. Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4. EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5. EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance security.
- 17.6. Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money.

**D. SUBMISSION OF BID**

**18. BID SUBMISSION**

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

**E. OPENING AND EVALUATION OF BID**

**19. PROCEDURE:**

- 19.1. Envelope “A” shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope “A” does not contain all requisite documents, such bid shall be treated as non-responsive , and Envelope B and / or C of such bid shall not be opened.
- 19.2. Wherever Envelope ‘B’ (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope ‘B’ Envelope ‘C’ (financial bid) of bidders who are not qualified in Technical Bid (Envelop ‘B’) shall not be opened.
- 19.3. Envelope ‘C’ (Financial Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope ‘C’

- 19.4. After opening Envelope 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6. The employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

**20. CONFIDENTIALITY:**

- 20.1. Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
- 20.2. Any Attempt by a bidder to influence the employer in the evaluation of the bids or contract award decisions may result in the rejection of his bid.

## **F. AWARD OF CONTRACT**

**21. AWARD OF CONTRACT:**

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

**22. PERFORMANCE SECURITY**

- 22.1. Prior to signing of the contract the bidder to whom LOA has been issued shall have to furnish performance security of the amount in the form and for the duration, etc. as specified in the Bid Data Sheet.
- 22.2. Additional performance security, if applicable, is mentioned in the Bid data sheet and shall be in the form and for the duration, etc. similar to Performance Security.

**23. SIGNING OF CONTRACT AGREEMENT:**

- 23.1. The successful bidder shall have to furnish Performance Security and Additional Performance Security, if any, and sign the contract agreement within 15 days of issue of LOA
- 23.2. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the employer to the contractor for commencement of work.
- 23.3. In the event of failure of the successful bidder to submit Performance Security and Additional Performance Security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking any other action against the bidder.

**24. CORRUPT PRACTICES:**

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

- i. May reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract ; and

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

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

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

**(END OF ITB)**

### BID DATA SHEET

GENERAL		
SR.NO.	PARTICULARS	DATA
1	Office inviting tender	JABALPUR SMART CITY LIMITED
2	NIT No.	JSCL/2019/606/ADM/62
3	Date of NIT	10/08/2019
4	Bid document download available from date & time	As notified in e-tendering website
5	Website link	<a href="http://www.mptender.gov.in">www.mptender.gov.in</a>
SECTION 1 – NIT		
CLAUSE REFERENCE	PARTICULARS	DATA
1.	Portal fees	As notified in e-tendering website
	Cost of bid document	Rs 15000/-
	Cost of bid document payable at	As notified in e-tendering website
	Cost of bid document in favour of	As notified in e-tendering website
2.	Affidavit format	As per ANNEXURE B
	Pre-Qualifications required	Yes -
	If yes, details	As per ANNEXURE C
3.	Special Eligibility	No
4.	If Yes, details	As per ANNEXURE D
5.	Key dates	As per ANNEXURE A
SECTION 2 – ITB		
CLAUSE REFERENCE	PARTICULARS	DATA
1.	Name of 'work'	Design, Supply and Installation of Tensile Membrane Roof Covering with Supporting System and Related Civil & Drainage Works at Galaua Hawker Zone (Kachpura), Jabalpur
2.	Specifications	As per ANNEXURE –E
3.	Procedure for participation in e-tendering	As per ANNEXURE –F
4.	Whether joint venture is allowed	No
	If yes, requirement for joint venture	As per ANNEXURE – G
	Pre bid meeting to be held	Yes
5.	If Yes, Date, Time & Place	Date : 03/09/2019 Time form: 15.00 hrs Place: JSCL Office Manas Bhawan Jabalpur M.P



### BID DATA SHEET

CLAUSE REFERENCE	PARTICULARS	DATA
6.	Envelopment A containing : i. Registration number or proof of application for registration and organizational details as per Annexure H ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per Annexure – B Should reach in physical form	At the Office of the Jabalpur Smart city Limited, Manas Bhavan  Rs. 15000/- Rs. 154000/-  On or Before 27/09/2019
7.	Envelope-B Technical Proposal  Should reach in physical form	ANNEXURE – I and ANNEXURE –I (Format I-1 to I-5)
8.	Envelope-C Financial Bid	Annexure – J (SHOULD BE SUBMITTED ONLINE)
9.	Materials to be issued by the department	ANNEXURE – K
10.	Period of Validity of Bid	120 Days
11.	Earnest Money Deposit	Rs. 154000/-
	Forms of Earnest Money deposit	As notified in e-tendering website
	EMD valid for a period of	180 Days.
	FDR must be drawn in favor of	Executive Director, JSCL
12.	Letter of Acceptance (LoA)	ANNEXURE L
13.	Amount of Performance Security	5% of contract amount
	Additional Performance Security, if any	As per rule
	Performance security in the format	ANNEXURE - X
	Performance security in favour of	Executive Director, JSCL
	Performance security valid up to	plus 3 (Three) months valid upto three months beyond the Defects Liability Period

**Annexure – A**  
(See clause 1, 7 of Section 1-NIT)

**KEY DATES**

S. No	WORKS DEPARTMENT STAGE	BIDDERS STAGE	EXPIRY
			Date
1.		Purchase of Tender – Online	23/09/2019
2.		Bid Submission – Online	23/09/2019
3.		Physical submission	25/09/2019
4.	Mandatory submission Open-online (Envelope-A)		24/09/2019
5.	Technical Proposal open-online (PQ Envelope-B)		24/09/2019
6.	Financial Bid open- online (Envelope-C)		27/09/2019

Original term deposit receipt of earnest money deposit, demand draft for the cost of bid document and affidavit shall be submitted by the bidder so as to reach the office as prescribed in bid data sheet, at least one calendar day before specified start time and date in key dates for opening of technical proposal as per key dates in Bid Data Sheet.

**Annexure – B**  
(See clause 3 of Section 1-NIT)

|| AFFIDAVIT ||

**(To be contained in Envelope A)**

(On Non-Judicial stamp of Rs. 100)

I/We \_\_\_\_\_ who is / are \_\_\_\_\_ (status in the firm / company) and competent for submission of the affidavit on behalf of M/S \_\_\_\_\_ (contractor) do solemnly affirm an oath and state that :

I/We am / are fully satisfied for the correctness of the certificates/ records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. \_\_\_\_\_ for \_\_\_\_\_ (name of work) dated \_\_\_\_\_ issued by the \_\_\_\_\_ (name of the Department).

I/We am/ are fully responsible for the correctness of following self- certified information / documents and certificates.

1. That the self – certified information given in the bid document is fully true and authentic.
2. That :
  1. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
  2. Information regarding financial qualification and annual turnover is correct.
  3. Information regarding various technical qualifications is correct.
3. No. close relative of the undersigned and our firm/company is working in the department.

**Or**

Following close relatives are working in the department:

Name \_\_\_\_\_ - Post \_\_\_\_\_ present Posting \_\_\_\_\_

Signature with seal of the Deponent (bidder)

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

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

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

*Note: Affidavit duly notarized in original shall reach at least one calendar day before opening of the bid.*

**Annexure – C**  
(Sec clause 5 of Section 1-NIT)

**PRE- QUALIFICATIONS CRITERIA**

**The bidder should have:**

**A. Financial**

- i. Experience of having successfully executed: -
  - a) *Three similar works*, each costing not less than the *amount equal to 20%* of the probable amount of contract during the *last 3 financial years*; or
  - b) *Two similar works*, each costing not less than the *amount equal to 30%* of the probable amount of contract during the *last 3 financial years*; or
  - c) *One similar work* of aggregate cost not less than the amount equal to *50% of the probable amount* of contract in any one financial year during *the last 3 financial years*;
- ii. *Average Annual Construction Turnover* on the construction works *shall not be less than 50%* of the probable amount of contract during *the last 3 financial years*.
- iii. Executed similar items of work in any one financial year during the last 3 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.
- iv. **Bid Capacity** – Bidder shall be allotted work up to his available Bid Capacity, which shall be worked out as given in *Format 1-2 of Annexure I. Bid Capacity shall be equal to or higher than the bid amount.*

**B. Physical**

Physical qualifications for the work shall be as below

S. no.	Particulars	Quantity	Period
	Physical qualification required		

Note - **Similar Work Means** – Design, Supply and Execution of tensile membrane roof covering with supporting system.

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

**SPECIAL ELIGIBILITY CRITERIA**

## **Annexure- E**

*(See clause 2 of Section 2 –ITB & clause 10 of GCC)*

### **SPECIFICATIONS**

**Providing, Fabricating, Assembling, painting, hoisting, erecting and placing in position MS Built-up section/Tubular Structure ( MS built-up section :-Rolled section & plates confirming to IS 2062 minimum required grade E250,Tubular Structure:- made from Steel hollow sections.**

#### **1. General**

The above item includes supplying, providing, fabricating, assembling, and erecting at site Tubular structure in the bended profile shaped as per the drawing with special plate connectors, pinion joints, using SAW/MAW/MIG welding process.

#### **2. Materials**

MS Hollow sections to be used shall be as per IS 1161/1239 (up to 350mm Dia), IS 4923 Gr. Minimum YST 240 / ASTM A106 Gr. B or equivalent standards. Manufacturing process shall be of ERW type. MS plates to be used shall be as per IS 2062 Gr. E250, Material grade less than YST 240 shall not be allowed to use in the work. However higher grade shall be permitted without any extra cost to AAI.

Bolts to be high tensile bolts minimum 10.9 grades having black phosphate coating. The bolts should be as per IS 1363/1364/1367. Bolts shall be provided with a washer of sufficient thickness to avoid any threaded portion falling within the thickness of the parts bolted together if required.

#### **3. Execution**

Structure work (Built up section and in truss pattern as per design and drawings) shall be got executed by specialized agencies having requisite experience in execution of similar nature of works as approved by Engineer-in-Charge.

The Structure should be properly bended, connected, welded and aligned to the required profile, i.e. work shall be executed as per designs and drawings. Shop drawings shall be prepared by the agency and got approved by the Engineer-in-Charge

#### **4. Test & Codes Applicable**

Welding shall be in accordance with the following Indian Standards as applicable.

- a) IS 816 – Code of Practice for use of metal arc welding for general construction in mild steel.
- b) IS 820 – Code of Practice for the use of welding in tubular construction.

The joining faces of structural elements shall be made proper sharing, chipping, gas cutting and grinding etc. and should be dressed properly before welding.

The surface to be weld and adjoining metal for distance of at least 20mm must be cleaned free of rust, scale, paint etc.

Each bead of metal shall have the slag removed by light hammering and wire brushing before the next bead is deposited. The weld must show a good clean contour and a cut specimen good fusion with parent metal. Before applying paint weld shall be carefully chipped and wire brushed.

The work includes preparation of shop drawings giving complete information, necessary for the fabrication of the component parts of the structure including the location, type, size, length and detail of all welds, and nut, bolts, rivets etc. as per approved structural drawings. The shop drawing shall be sufficient to ensure convenient/correct assembly and erection at site. These drawings shall also full details of all joints, connections splices etc.

## **5. Fabrication Procedure**

### *5.1 Site Arrangements*

Site fabrication is not allowed only assembly work is carried out.

### *5.2 Cutting*

Cutting of plates shall be with plasma cutting machine or by any other method as approved by the EIC.

### *5.3 Assembly*

All connections shall be either bolted or welded as shown on the drawings. The contractor shall not redesign or alter any connection without prior approval of the Engineer-in-Charge. The components parts shall be assembled in such that the specified cambers, if any, are provided. Drifting done during assembly shall not distort the metal or enlarge the holes.

### *5.4 Welding*

Welding shall have done in accordance with IS 816

Welding procedure shall be based on the specific analysis of any given heat of steel and shall be subject to the review of the Engineer-in-Charge.

These procedures shall call for one or all the following.

Proper Bead shape: Minimized penetration to prevent dilution of the weld metal with the alloy elements welding shall be performed only by qualified trained and tested welders specifically experienced (5 years minimum) for the type of job required executing the welding work to the complete satisfaction of the EIC. Use of standard weld symbols as adopted by IS:813 is mandatory. Pre-qualified joinery which are detailed, prepared and welded in accordance with the requirement of IS: 816 shall invariably be used. Structural welding shall not commence until joints elements are bolted or tacked in intimate contact and adjusted to dimensions shown with allowance for any weld shrinkage that is expected. Welding sequence shall be planned and controlled to minimize undue stress increase or undue distortions on restrained members. Heavy sections and those having a high degree or restraint shall be welded with low hydrogen type electrodes.

Concave bead shape shall be avoided. Radius of weld width to weld depth shall preferably vary from a minimum of 1 to 1 to a maximum 1.4 to 1.

Width of weld ----- = 1 to 1.4

Depth of fusion Subsequent to fabrication, the overlapping or connecting surfaces or other closed sections (such as tubular, box section) which are inaccessible to painting shall be seal welded when the end of the tube is not automatically seated by virtue of its connection by

welding to another member. Before seating, the inside of the tube shall be made dry and free from loose scale.

Order of assembly of the tubular section shall consist of welding the tensile member to the main member first. Compression member shall be cut back to overlap the tensile member and then welded to the tensile members.

### *5.5 Inspection of Welding*

All welded connections shall be inspected as per IS:822.

## **6. Erection**

As far as possible, the contractor shall deliver the fabricated steel work to the site in the same sequence as that which he wishes to follow for the erection. Dispatch should be scheduled to avoid cluttering up of the site. The bolts required for erection shall be bagged according to size prior to dispatch.

All structural work shall be erected in accordance with IS; 800, IS: 806 and IS: 1915 and as per the approved erection drawings. The contractor shall be responsible for setting out the works.

The suitability and capacity of all plant and equipment used for erection shall be to the satisfaction of the Engineer-in-Charge. These shall be regularly serviced and maintained. Occupational safety practices shall be strictly adhered to and shall be to the satisfaction of the Engineer-in-Charge. Individual places shall be plumbed, levelled and aligned. Drifting shall be used only to bring together the several parts. They shall not be used in such manner as to distort or damage the metal. Temporary bracing and staging shall be provided to ensure proper alignment and to adequately protect all persons, property and to withstand all loading to which the structure may be subjected during erection.

Attachment of such temporary steel work to the permanent steel the work shall only be done with approval of the Engineer-in-charge. Temporary steel work shall remain in position until the structure is stable and self-supporting and permanently bolted or welded to the satisfaction of the Engineer-in-charge after removal of temporary steel work, the permanent structure shall be made good to the complete satisfaction of the Engineer-in-charge.

No permanent bolting or welding shall be done until proper alignment has been obtained. Erection of the parts with any moderate amount of reaming, chipping or cutting shall be immediately reported to the Engineer-in-charge. The steel work shall be rejected unless corrective action is approved by the Engineer-in-Charge.

Placement of joists shall not start until the supporting work is secured. Temporary bridging, connections and anchors shall be provided to assure lateral stability during erection. Bridging to steel joists shall be installed immediately after joint erection, before any construction loads are applied. Horizontal or vertical bridging shall be provided in



accordance with the type of span of the joists. Ends of the bridging tines shall be anchored at top and bottom chords where terminating to walls or beams.

### **7. Bolting**

7.1 All steel work, which is bolted together, shall be in close contact over the whole surface. Where two bolted surfaces are to be in permanent contact after assembly, each shall be thoroughly scraped free of loose sales, dirt and burs and a heavy coat of primer or other approved paint after cleaning and drying.

All bolts shall be provided with washers under the nut and the washer shall be tapered on the inside of the flanges or RS joints and channels. Bolts and studs shall project not less than one full thread through the nut after tightening. Unless otherwise specified, the ends of the bolts shall be burred after erection of prevent the removal of nuts.

7.2 High strength bolts shall be used in bearing friction as per the drawings, high strength bolted joints shall be made without the use of erection bolts. Bolts shall be of a length that damaging the thread members. They shall be brought tightly together with sufficient high heads shall be protected from damage during placing. Bolted parts shall fit solidly together and shall bolted connections shall be free of oil, paint, lacquer, loose scale or other coatings. The facing surfaces shall be machined flat. Final tightening of high strength bolts shall be by turn of nut method.

7.3 Anchor bolts shall be set by use of templates secured firmly in place to permit true positioning of the bearing plates and assemblies. When in drawings anchor bolts are shown to be installed in sleeves, the sleeves shall be completely filled with grout.

### **8. Painting**

#### **8.1 General**

	General Surfaces
1st Coat (Primer)	First coat with zinc epoxy primer in two components i.e. base and hardener. The DFT shall be 50 microns.
2 <sup>nd</sup> coat (intermediate)	Second coat of Epoxy Micaceous Iron oxide primer of 150 microns in single coat offering fast recoat interval with hard dry in 3 hours @ 23oc, minimum volume solids of 740/o and having Voc less than 240 gm/liter like pen guard Express MIO or approved equivalent.
Finishing Coat (to be applied in two coats)	Two components High Gloss Acrylic Polyurethane Finish paint with Volume solids of minimum 63%0, Hardtop XP or approved equivalent. having VOC < 320 gm/liter, The DFT in Two coats shall be 80 microns.

DFT Measurement should be in accordance with SSPC SPA 2. The entire paint system shall be of same manufacturer.

#### **8.2 Surface Preparation & Comments**

Surface preparation shall be as per SA2.5 standards.

All surfaces to be coated should be clean, dry and free from contamination. prior to paint application all surfaces should be assessed and treated in accordance with ISO 8504:1992. Oil

or grease should be removed in accordance with Copper clag blasting, prior to application of Primer and paint.

### 8.3 Painting of Structural Steel Work: -

All Paints delivered at site shall be ready mixed in original sealed containers, as packed by the paint manufacturer.

The structural steel element shall not be painted when its surface temperature is below 40°C and above 50°C or when the relative humidity is above 75% and ambient temperature is 10°C and below.

For Spray Application:

The spraying equipment shall be compatible with the paint material and provided with necessary gauges and controls. The equipment shall be cleaned of dirt, dried paint, foreign matter and solvent before use.

### 8.4 Summary of paint Specification:

Anticorrosive Protection for C5 category as per ISO 12944 classifications.

FUNCTION	VOC Compliance	CHEMISTRY TYPE	DFT (Dry Film Thickness in microns)
PRIMER	<394gm/liter	Zinc Epoxy	50 minimum
INTERMEDIATE	<240gm/liter	Fast Recoat Epoxy MIO With High Solids	150 minimum
FINISH	<320gm/liter	Polyurethane	80
			Total: 280 microns

### 8.5 Product Characteristics:

Description	Zinc Epoxy Primer	Epoxy MIO Intermediate	Polyurethane Paint
Volume Solids	54% (Min)	74% (Min)	63% (Min)
VOC	Less than 394	Less than 240gm/liter	Less than 320gm/liter
	gm/liter		
Color	Grey	Grey, Red	As per RAL Standard / or as approved by E-I-C
Typical DFT Thickness	60μ (in single coat)	180μ (in single coat)	80μ (in Two coat)
Theoretical Coverage [minimum]	9.00 m <sup>2</sup> / liter @ 50μ DFT	4.11 m <sup>2</sup> / liter @ 150μ DFT	7.875 m <sup>2</sup> / liter @ 80μ DFT

## **9. Measurement**

Net length of M.S built-up/MS tubes elements of various diameters / sizes and categories, as fixed in work, shall be measured correct to a mm and their weight calculated in Kilograms on the basis of standard steel tables or actual weight whichever less is. Sleeves and Splices used for joinery shall be paid separately in this item. This item is inclusive of painting work.

## **10. Field testing:**

Provision for adequate testing facility/ arrangements for conducting required field tests as per 15 codes, on raw materials, welded parts, finished products, painting etc. shall be made at the fabrication yard. All, records/test reports shall be maintained till completion of the work and submitted to the E in C on demand. Digital/ latest version of testing equipment's shall be provided and used for testing, by qualified QC personnel. Nothing extra shall be paid on this account. Copies of applicable IS codes shall, be made available at site.

## **11. Rate**

The rate shall include cost of all materials of MS structure, welding etc., including all wastages due to cutting to required profile as per GFC drawings, tools & plants, transportation from main land, labour involved in all. the operations like shifting of materials, straightening, bending, cutting to required shape and size, fabrication, welding, machining, threading, assembling, painting, hoisting, fixing in position/erection up to all leads & lifts with specialized machineries /heavy cranes.

## **TENSIONED FABRIC**

### **1. Material**

The Fabric shall be of approved make procured from a single manufacturer meeting following parameters:

Description	Minimum required parameters
Yarn count:	High Tenacity Polyester Yarns , 1670 Dtex
Coated fabric Weight	1050 gm/m <sup>2</sup>
Tensile Strength Warp/ weft	6000 N/5600N/5CM
Tear Strength Warp/ Weft	900/800N
Flame Retradency	B-s2-d0
Surface Treatment (Top/Back)	PVDF/PVDF Coated
Quality Management System	ISO 9001

### **2. Execution:**

Work should be carried out in desired profile as per approved shop drawing including necessary designing with non-linear design software Forte & NDN/STAAD-Pro, seaming machine at least 5 nos. capacity from 5 kv to 10kv including travellers seaming machine, CNC plotter & cutter machine for cutting of membrane pattern, swage end machine up to 20mm dia cables etc.

Flashing - Edge of the canopy along with edge of the roof structure shall be properly sealed so as to avoid leakages. Water from canopy shall be drained in to the main peripheral gutter of the roof structure. The item shall be executed as per approved drawings and direction of the EIC.

**3. Warranty:**

The tensile fabric roofing system shall have warranty for minimum 15 years as per manufacturer. The contractor shall provide original warranty certificate issued by manufacturer in the Name of Airport Authority of India of fabric mentioning the details of project.

**4. Measurement**

Measurement as per actual SURFACE area of canopy shall be measured in sqm correct up to two decimal places. No deduction shall be made for sealant joints.

**5. Rate:**

The rate shall include the cost of providing, fabricating, assembling and erection of tensile membrane fabric including all materials, tools, ladders, scaffolding and labour involved in all the operations described above including cartage, all lifts & leads and all taxes. However, supporting structural steel framework shall be measured and paid separately.

**Annexure-F**  
(See clause 3 of section 2-ITB)

**PROCEDURE FOR PARTICIPATION IN E-TENDERING**

**1. REGISTRATION OF BIDDERS ON E-TENDERING SYSTEM:**

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

**2. DIGITAL CERTIFICATE:**

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

**NOTE:**

- I. It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the Certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not obtain another Digital Certificate for the same. The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from **[cca.gov.in](http://cca.gov.in)**
- II. Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission.

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

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

In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the

concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Certificate for the new Authorized User.

**3. SET UP OF BIDDER'S COMPUTER SYSTEM:**

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

**4. KEY DATES:**

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

**5. PREPARATION AND SUBMISSION OF BIDS**

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

**6. PURCHASE OF BID DOCUMENT**

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

**7 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**

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

**Annexure – G**  
*(See clause 4 of Section 2 -ITB)*

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

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

1. Number of partners in a Joint Venture shall not exceed 3 (three). The partners shall comply with the following requirements:
  - a. one of the partners shall be nominated as being Lead Partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
  - b. the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
  - c. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
  - d. all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under[c] of above, as well as in the bid and in the Agreement tin case of a successful bid];
  - e. The joint venture agreement should indicate precisely the role of all members of IV in respect of planning, design, construction equipment key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
  - f. The-joint venture agreement should be registered, so as to be legally valid and binding on all partners and
  - g. a copy of the joint Venture Agreement entered into by the partners shall be submitted with the bid.
2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of a joint venture shall be in the name of the partner Lead Partner/joint venture.
4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) On behalf of the joint venture

5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicted in the Instructions to Bidders’.
6. Furnish details of participation proposed in the joint venture as below:

DETAILS OF PARTICIPATION IN THE IOINT VENTURE

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

7. The partners of J.V. should satisfy the qualification criteria as below,
  - a. The Lead Partner must meet at least 50% requirement of Technical and Financial eligibility criteria required for the bid.
  - b. The other partner(s) must meet at least 25% requirement of Technical and financial eligibility criteria required for the bid.
  - c. The lead partner and the other partners should together meet 100% of all the eligibility criteria required for the bid.
8. For the meeting the minimum qualification criteria of experience of similar nature work.
  - i. Out of 3 similar works of value more than 20% of Pre-Qualification Criteria , at least 2 works must be done by lead partner and one work to be done by other partner,

Or

- ii. Out of 2 similar works of value more than 30% of Pre-Qualification Criteria at least 1(one) work must be done by lead partner and 1 (one) work to be done by other partner,

Or

- iii. In case of one similar work of value more than 50% of Pre-Qualification Criteria the lead partner must satisfy the criteria. However the other partner must satisfy the criteria in (i) above i.e., at least one work of 20% of Pre-Qualification Criteria.



**Annexure-H**

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

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

S.No.	Particulars	Details
1	Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.	'(If applicable, scanned copy of proof of application for registration to be uploaded)
2	Valid Registration of bidder in appropriate class through Centralized Registration of Govt. of MP	Registration No. _____ Date _____ (Scanned copy of Registration to be uploaded)
3	Name of Organization/ Individual/ Proprietary Firm/Partnership Firm	
4	Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/Limited Company (Registered under the Companies Act—1956)/ Corporation / Joint Venture	
5	Address of Communication	
6	Telephone Number with STD Code	
7	Fax Number with STD Code	
8	Mobile Number	
9	E-mail Address for all communications	
	Details of Authorized Representative	
10	Name	
11	Designation	
12	Postal Address	
13	Telephone Number with STD Code	
14	Fax Number with STD Code	
15	Mobile Number	
16	E-mail Address	

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

Signature of Bidder with Seal

Date: \_\_\_\_\_

**Annexure – I**  
See clause 14 of Section 2 -ITB)

**Envelope – B, Technical Proposal**  
Technical Proposal shall comprise the following documents:

<b>S. No.</b>	<b>Particulars</b>	<b>Details to be submitted</b>
1	Experience – Financial & Physical	Annexure - I (Format: I-1)
2	Annual Turnover	Annexure - I (Format: I-2)
3	List of technical personnel for the key positions	Annexure - I (Format: I-3)
4	List of Key equipment/ machines for quality control labs	Annexure - I (Format: I-4)
5	List of Key equipment/ machines for construction work	Annexure - I (Format: I-5)

*Note:*

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

**Annexure - I (Format: I-1)**  
(See clause 14 of Section 2 -ITB)

**FINANCIAL & PHYSICAL EXPERIENCE DETAILS**

**A. Financial Requirement:**

The bidder should have completed either of the below:

- a) *three similar works* each costing not less than the amount *equal to 20% of the probable amount* of contract during the *last 3 financial years; or*
- b) *two similar works* each costing not less than the amount *equal to 30% of probable amount* of contract during the *last 3 financial years; or*
- c) *one similar work* of aggregate cost not less than the amount *equal to 50% of the probable amount* of contract in any one financial year during *the last 3 financial years;*

**To be filled in by the contractor:**

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

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Employer's Name and Address

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

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Amount of balance work	Employer's Name and Address

**B. Physical Requirement:**

Execution of similar items of work in any one financial year during the last 3 financial years should not be less than the minimum physical. Requirement fixed for the work.

S.No.	Particulars	Actual Quantity Executed (To be filled in by the contractor)		
		Year - 1	Year - 2	Year - 3
	Physical qualification required	Yes		

Note:

1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 3 financial years,
2. Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work.

**Annexure-I(Format: I-2)**  
(See douse 14 of Section 2 -ITB)

**ANNUAL TURN OVER**

Requirement:

Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the **last 3 financial years;**

To be filled in by the contractor:

Financial Year Payments received for contracts in progress or completed

Financial Year	Payments received for contracts in progress or completed

**Note:**

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

**Bid Capacity**

Applicants who meet the minimum qualifying criteria in the evaluation as stated above are to be evaluated further for bid capacity as under:

$$\text{Bid Capacity} = (1.5A \times B) - C$$

Where

- A. = Maximum value of civil engineering works executed in any one year during the last five year (10% weightage per year shall be given to bring the value of work executed at present price level)
- B = Proposed contract period in years.
- C = Value at current price level of existing commitments and ongoing works to be completed in the next 'B' years.

**Annexure - I (Format : I-3)**  
(See clause 14 of Section 2-ITB & Clause 6 of GCC)

**List of Technical Personnel for the Key Positions<sup>1</sup>(to be referred for civil works)**

S. No	Key Positions	Qualifications	Age	Similar Work Experience	Total Work Experience	Name of Personnel	Key Position	Qualification	Similar Work Experience	Total Work Experience
1.	Engineer – 1 Nos	B.E. Civil	below 55 years	5 years	10 years					
2.	Quantity Surveyor – 1 Nos	B.E. Civil / Diploma Civil	below 55 years	5 years	10 years					
<b>Total</b>	<b>2 Nos</b>									

Note:

1. Aforesaid personnel shall be deployed within the period starting from the date of award of contract as stipulated in the contract.
2. Approval of the superintending engineer about suitability of personnel shall be obtained before deployment.

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

As required to complete the works in all respect.

**Annexure - I (Format : I-5)**  
*(See clause 14 of Section 2-ITB)*

**List of Key Equipment's/ Machines for Construction Work (Only for civil works)**

As required to complete the works in all respect.



**Annexure – J**  
(See clause 14 of Section 2 -ITB)

**FINANCIAL BID**  
**(To Be Contained in Envelope-C)**

**To be submitted online only**

NAME OF WORK \_\_\_\_\_

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

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

**Note:**

- i. The total amount of SOR and NON SOR items quoted by a bidder will be considered for financial evaluation.
- ii. Rates shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance - security and sign the agreement his earnest money deposit shall be forfeited.
- iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive.
- iv. All duties, taxes, and other levies except Goods and services tax (GST) are included in the rates quoted by the bidder.

Signature of Bidder

Name of Bidder

The above bid is hereby accepted by me on behalf of the Jabalpur Smart City Limited dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature of Officer  
by whom accepted

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

**MATERIALS TO BE ISSUED BY THE DEPARTMENT**

**N/A**

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

**LETTER OF ACCEPTANCE (LOA)**

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

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

To,

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

(Name and address of the contractor)

Subject: \_\_\_\_\_

(Name of the work as appearing in the bid for the. work)

Dear Sir(s),

Your bid for the work mentioned above has been accepted on behalf of the Jabalpur Smart City Limited at your bided item rate \_\_\_\_\_ item wise rates given therein.

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

- a. The performance security/ performance guarantee of Rs. \_\_\_\_\_ (in-figures) (Rupees \_\_\_\_\_ in words only). The performance security shall be in the shape of term deposit receipt / bank guarantee of any nationalized / schedule commercial bank valid up to three months after the expiry of defects liability period.
- b. Sign the contract agreement.

Please note that the time allowed for carrying-out the work as entered in the bid is \_\_\_\_\_ months including/ excluding rainy season, shall be reckoned from the date of signing the contract agreement.

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

Yours Faithfully

Executive Engineer

**Annexure – M**  
(See clause 22 of Section 2 -ITB)

**SECTION 3**

**Conditions of Contract**

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

**Table of Clauses of GCC**

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

## **A. General**

### **1. DEFINITIONS**

- 1.1. **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. **Chief Engineer:** means Chief Engineer of the zone/ basin concerned:
- 1.3. **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.3. **Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.4. **Contract Data:** means the documents and other information, which comprise of the Contract.
- 1.5. **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.6. **Contractor's bid:** means the completed bid document submitted by the Contractor to the Employer.
- 1.7. **Contract amount:** means the amount of contract worked out on the basis of accepted bid.
- 1.8. **Completion of work:** means completion of the entire contracted work; Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.9. **Day:** means the calendar day.
- 1.10. **Defect:** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.11. **Department:** means Department of the, State Government viz. Water Resources Department, Public Works Department, Public Health Engineering Department Rural Engineering Service and any other organization which adopts this document.
- 1.12. **Drawings:** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.13. **Employer:** means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer / Government / Department wherever used denote the Employer.
- 1.14. **Engineer:** means the person named in the Contract Data.
- 1.15. **Engineer in charge:** means the person named in the Contract Data.
- 1.16. **Equipment:** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.17. **Government:** means Government of Madhya Pradesh.
- 1.18. **In Writing:** means communicated in written form and delivered against receipt.
- 1.19. **Material:** means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.20. **Superintending Engineer:** means Superintending Engineer-in-Charge of the Circle concerned.
- 1.21. **Stipulated period of completion:** means the period in which the Contractor is required to complete the work. The stipulated period is specified in the Contract Data.

- 1.22. **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.23. **Start Date:** means the date of signing of agreement for the work.
- 1.24. **Sub-Contractor:** means a person or corporate body who has a Contract with the Contractor, duly authorized to carry out a part of the construction work under the Contract.
- 1.25. **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.26. **Tender/Bid, Tendered/Bidder:** are the synonyms and carry the same meaning where ever used. –
- 1.27. **Variation:** means any change in the work which is instructed or approved as variation under this contract.
- 1.28. **Work:** The expression “work’ or “works” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional,

## **2. INTERPRETATIONS AND DOCUMENTS**

### **2.1. Interpretations**

In the contract, except where the context requires otherwise:

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

### **2.2. Documents Forming Part of Contract:**

1. NIT with all amendments.
2. Instructions to Bidders (ITB, Bid Data Sheet with all Annexure’s)
3. Conditions of Contract:
  - I. Part I: - General Conditions of Contract and the Contract Data; with all Annexures
  - II. Part II: - Special Conditions of Contract.
4. Specifications
5. Drawings
- 6 Bill of Quantities
7. Technical and Financial Bid
8. Agreement, and

9. Any other document(s), as specified.

### **3. Language and Law**

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

### **4. Communications**

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

### **5. Subcontracting**

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

- a. The Contractor may subcontract up to 25 percent of the contract price with the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractors obligations.
- b. Following shall not form part of subcontracting:
  - i. Hiring of labour through a labour contractor.
  - ii. The purchase of Materials to be incorporated in the works.
  - iii. Hiring of plant & machinery.
- c. The sub-contractor will have to be registered in the appropriate category in the centralized registration system for contractors of the GoMP.

### **6. Personnel**

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

## **7. Force Majeure**

7.1 The term "Force Majeure" means an exceptional event or circumstance:

- a) Which is beyond a Party's control,
- b) Which such Party could not reasonably have provided against before entering into the Contract
- c) Which, having arisen, such Party could not reasonably have avoided or overcome, and
- d) Which is not substantially attributable to the other Party.

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

- i. War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- iii. Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- iv. Munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- v. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

7.2 In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of price adjustment clause.

7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

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

8.1 All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

8.2 All risks and consequences arising from the inaccuracies or falseness of the documents, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that the design/ drawings or other documents have been approved by the department.

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

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



employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

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

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

#### **11. Discoveries**

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

#### **12. Dispute Resolution System**

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

### **B. Time Control**

#### **13. Programme**

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods arrangements, order and timing for all the activities for the construction of works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to

site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Programme.

- 13.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations.

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

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

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

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

- 15.6 If the Contractor is given extension .of time after liquidated damages have been paid, the Engineer in Charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7 In the event the Contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against the liquidated damages levied.

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

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

### **C. Quality Control**

#### **17. Tests**

- 17.1 The Contractor shall be responsible for:
- a. Carrying out the tests prescribed in specifications, and
  - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 17.2 The contractor shall have to establish field laboratory within the time specified and having such equipment's as are specified in the Contract Data.
- 17.3 Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.
- 17.4 Ten percent of the mandatory test prescribed under the specification shall be got carried out through laboratories accredited by national Accreditation Board of laboratories (NABL) By the Engineer-in-charge and the cost of such testing shall be deducted from the payments due to contractor.

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

- 18.1 The Defect Liability Period of work in the contract shall be as per the Contract Data.
- 18.2 The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
- 18.3 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

### **D. COST CONTROL**

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

- 19.1 The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions in the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations,

omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work.

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

## **20. Extra items**

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

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

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

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

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

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

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

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

### **23. 'No Interest Payable**

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

### **24. Recovery from Contractors**

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

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

### **25. Tax -**

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

25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

25.3 Any changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

### **26. Check Measurements**

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

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

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

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

- 27.1 If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2 The Engineer in Charge, shall be entitled to terminate the Contract if the Contractor
- a) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
  - b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
  - c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
  - d) the Contractor does not maintain a valid instrument of financial security as prescribed;
  - e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
  - f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data;
  - g) If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
  - h) Any other fundamental breaches as specified in the Contract Data.
- 27.3 In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site, However, in the case of sub-paragraph (b) or (g) of clause 27.2, the Engineer in Charge may terminate the Contract immediately.
- 27.4 Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.

## **28. Payment upon Termination**

- 28.1 If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less Advance Payments and Penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on both the parties.
- 28.2 Payment on termination under clause 27.4 above -  
If the Contract is terminated under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation, of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 28.3 If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 24 above.

## **29. Performance Security**

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

## **30. Security Deposit-**

- 30.1 Security Deposit shall be deducted from each running bill at the rate as specified in the Contract Data. The total amount of Security Deposit so deducted shall not exceed the percentage of Contract Price specified in the Contract Data.
- 30.2 The security deposit may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3 (three) months beyond the completion of Defect Liability Period/ extended Delectability Period.
- 30.3 The Security Deposit shall be refunded on completion of Defect Liability Period plus 3(three) Months.

## **31. Price Adjustment**

### **31.1 Applicability**

1. Price adjustment shall be applicable only if provided for in the Contract Data.
2. The price adjustment clause shall apply only for the works executed from the date of signing of the agreement until the end of the initial intended completion date or extensions granted for reasons attributed to the Employer by the Engineer.
4. The Contractor shall not be entitled to any benefit arising from the price adjustment clause for extension in the contract period for reasons attributed to the Contractor.
5. In the Force Majeure event the price escalation clause shall apply.

### **31.2 Procedure**

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

R = Total value of work during the quarter. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the quarter, less value of material issued by the department, if any, during the quarter.

4. Weightages of various components of the work shall be as per the Contract Data.

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

31.4 The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.

31.5 For the purpose of clarity it is pointed out that the price adjustment may be either positive or negative, i.e. if the price adjustment is in favour of the Employer, the same shall be recovered from the sums payable to the Contractor.

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

32.1 Payment of advances shall be applicable if provided in the Contract Data.

32.2 If applicable, the Engineer in Charge shall make interest bearing advance payment to the contractor of the amounts stated in the Contract Data, against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/ scheduled banks, in the name as stated in the Contract Data in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.

32.3 The rate of interest chargeable shall be as per Contract Data.

32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.

32.5 The advance payment shall be recovered as stated in the Contract Data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

### **33. Secured Advance**

33.1 Payment of Secured Advance shall be applicable if provided in the Contract Data.

33.2 If applicable, the Engineer shall make advance payment against materials intended for but not yet incorporated in the Works and against provision by the contractor of an unconditional Bank Guarantee in a form and by a nationalized/ scheduled bank, in the name as stated in the Contract Data, in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been adjusted, but the amount of the guarantee shall be progressively reduced by the amounts adjusted by the contractor.

33.3 The amount of secured advance and conditions to be fulfilled shall be as stipulated in the Contract Data.

33.4 The Secured Advance paid shall be recovered as stated in the Contract Data.

### **34. Payment Certificates**

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

(a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.

(b) The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.



- (c) The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer-in-charge.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed:
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- (g) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (h) Payment of intermediate certificate shall be regarded as payments by way of advance, against the final payment and not as payments for work actually done and completed.
- (i) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- (j) The payment of final bill shall be governed by the provisions of clause 36 of GCC.

## **E. Finishing the Contract**

### **35. Completion Certificate**

- 35.1 A Completion Certificate in the prescribed format in Contract Data shall be issued by the Engineer-in-Charge after physical completion of the Work.
- 35.2 After final payment to the Contractor a Final Completion Certificate in the prescribed format in the Contract Data shall be issued by the Engineer-in Charge.

### **36. Final Account**

- 36.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the Competent Authority as defined in the Contract Data, who shall decide on the amount payable to the Contractor after hearing the Contractor and the Engineer in Charge.
- 36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

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

### **37. Currencies**

All payments will be made in Indian Rupees.

### **38. Labour**

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

### **39. Compliance with Labour Regulations**

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

### **40. Audit and Technical Examination**

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 sun 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 Government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the Contractor was paid less than what was due to

him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the Contractor.

**41. Death or Permanent Invalidity of Contractor**

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

**42. Jurisdiction**

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

***[End of GCC]***

## Contract Data

<i>Clause reference</i>	<i>Particulars</i>	<i>Data</i>
1.14	Employer	<b>Executive Director, JSCL, Jabalpur</b>
1.15	Engineer	Executive Engineer
1.16	Engineer in Charge	Assistant Engineer
1.12	Stipulated period of completion	6 months (including Rainy season)
3	Language & Law of Contract	Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/ Engineer- phone, Fax, email.	Executive Director, JSCL Office of the Jabalpur Smart City Limited, Manas Bhawan, Beside Wright Town Stadium, Jabalpur.
5	Subcontracting permitted for the Contract Value	Upto 10% by approval of employer
6	Technical Personnel to be provided the contractor— requirement, &	As per Annexure - I (Format I-3)
	Penalty, if required Technical Personnel not employed	As per rule
10	Specifications	As per Annexure E
	Drawings	As per Annexure N
12	Competent Authority for deciding dispute under Dispute Resolution System	As per rule
	Appellate Authority for deciding dispute under Dispute Resolution System	Executive Director, JSCL
13	Period for submission of updated construction program	7 days
	Amount to be withheld for hot submitting construction program in prescribed period	As per rule
14	Competent Authority for granting Time Extension.	As per rule
15	Milestones laid down for the contract	YES
	If Yes, details of Milestones	As per Annexure – O
	Liquidated damage	As per Annexure – P

17	List of equipment for lab	As per Annexure - Q
	Time to establish lab	As per rule
	Penalty for not establishing field Laboratory	As per rule
18	Defect Liability Period	<b>60 months (5 years)</b> after physical completion of work
21	Competent Authority for determining the rate	As per rule
27	Any other condition for breach of contract	_____
28	Penalty	Penalty Shall include (a) Security deposit as per clause 30 of General Conditions of Contract and  (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher
29	Performance guarantee (Security) shall be valid up to	Till issue of physical Completion Certificate as per Clause 35.1
30	Security Deposit to be deducted from each running bill	At the rate of 5%.
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount.
31	Price Adjustment formula and procedure to calculate	N.A. in this project.
31.1 (1)	Price adjustment shall be applicable	Price Adjustment shall be applicable only in case where the amount in NIT is more than Rs. 10 (Ten) Crores. This clause shall not have any bearing with the Contract Amount.
32	32:1 Mobilization and Construction Machinery Advance Applicable	No Mobilization and Construction Machinery Advance shall be payable.
	32.2 If yes, Unconditional Bank Guarantee	-Not Applicable
	32.3 If yes, Rate of interest chargeable on advances	Not applicable

	32.4 If yes, Type & Amount of Advance payment that can be paid	Not Applicable
	32.5 If yes, Recovery of advance payment	Not Applicable.
33	33.1 secured Advance Applicable	No Secured Advance payable.
	33.2 if yes, Unconditional Bank Guarantee	Not Applicable
	33.2 if yes, Amount of Secured Advance :	Not Applicable
	33.3 if yes, Conditions for secured advance.	Not Applicable
	33.4 if yes, Recovery of Secured advance	Not Applicable
35	Completion certificate - after physical completion of the Work	As per Annexure - U
	Final Completion Certificate – after final payment on completion of the Work	As per Annexure-V
36	Competent Authority	<i>Executive Director, JSCL</i>
37	Salient features of some of the major labour laws that are applicable	As per Annexure – W

**Annexure—N**  
*(See clause 10 of Section 3— GCC)*

**Drawings**

Attached Separately

**ANNEXURE— O**  
*(See clause 15 of Section 3 -GCC)*

**Details of Milestones**



## **ANNEXURE – P**

*(See clause 15 of Section 3-GCC)*

### **Compensation for Delay**

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

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

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

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

**List of Equipment for Quality Control Lab**

**ANNEXURE - R**  
(See clause 31 of Section 3 -GCC)

**Price Adjustment**

The formulas for adjustment of price are as follow:

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

**Weightages\* of component in the work**

S.No.	Component	Percentage of Component in the work
1.	Cement -P <sub>c</sub>	
2.	Steel -P <sub>s</sub>	
3.	Bitumen -P <sub>b</sub>	
4.	POL P <sub>f</sub>	

\* Weightages of various components of the work shall be as determined by the competent Technical authority.

**Adjustment for cement component**

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

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

V<sub>c</sub> = increase or decrease in the cost of work during the month under Consideration due to changes in rates for cement.

C<sub>0</sub> = The all India wholesale price index for Grey cement on the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi ([www.eaindustry.nic.in](http://www.eaindustry.nic.in))

C<sub>1</sub> = The all India average wholesale price Index for grey cement for the month under consideration as published by Ministry Government of India, New Delhi. ([www.eaindustry.nic.in](http://www.eaindustry.nic.in))

P<sub>c</sub> = Percentage of cement component of the work

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

**Adjustment of steel component**

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

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

V<sub>s</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S<sub>0</sub> = The all India wholesale price index for steel (Bars and Rods) on the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi ([www.eaindustry.nic.in](http://www.eaindustry.nic.in))

S<sub>1</sub> = the all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi ([www.eaindustry.nic.in](http://www.eaindustry.nic.in))

P<sub>s</sub> = Percentage of steel component of the Work.

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

**Adjustment bitumen component**

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

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

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

$B_0$  = The official retail price of bitumen at the IOC depot at nearest centre on the date of opening of Bids.

$B_i$  = The official retail price of bitumen of IOC depot at nearest centre for the 15<sup>th</sup> day of the month under consideration.

$P_b$  = Percentage of bitumen component of the work.

**Adjustment of POL (fuel and lubricant) component**

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

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_0) / F_0$$

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

$F_0$  = the official retail price of High speed Diesel (HSD) at the existing consumer pumps of IOC at nearest centre on the date of opening of Bids.

$f_i$  = The official retail price of HSD at the existing consumer pumps of IOC at nearest centre for the 15<sup>th</sup> day of month of the under consideration.

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

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

**Annexure - S**  
(See clause 32 of Section 3-GCC)

**Bank Guarantee Form for Mobilization and Construction Machinery Advance**

To

\_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_ [name of Contractor]

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

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the contract until \_\_\_\_\_ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal: \_\_\_\_\_  
Name of Bank/Financial Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

**Bank Guarantee Form for Secured Advance**

**INDENTURE FOR SECURED ADVANCES**

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ BETWEEN \_\_\_\_\_ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the Employer of the other part.

Whereas by an agreement dated \_\_\_\_\_ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to executive at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees \_\_\_\_\_ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advance attached to the Running Account Bill for the said works signed by the Contractor on \_\_\_\_\_ and the Employer has reserved to himself the option of making any further advance or advances on the authority of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees \_\_\_\_\_ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby 'acknowledge) and of such further advances (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President and declare as follows:

That the said sum of Rupees \_\_\_\_\_ so advanced by the Employer to

(1) the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance, on the security Of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.

(3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may here after be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.

(5) That the said materials shall not be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contract receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default were payable by the Contractor to be the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees \_\_\_\_\_ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.

- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or repayable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
- (C) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.



**Annexure - U**  
(See clause 35 of Section 3 -GCC)

**Physical Completion Certificate**

Name of Work:

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

Agreement No .....Date .....

Amount of Contract Rs .....

Name of Agency .....

Used MB No. ....

Last measurement recorded

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

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

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

Date of issue

Executive Engineer/Engineer-in-charge

.....  
.....

**Annexure-V**  
(See clause 35 of Section 3-GCC)

**Final Completion Certificate**

Name of Work:

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

Agreement no .....Date .....

Name of Agency: .....

Used MB No. ....

Last measurement recorded

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

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

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

Agreed amount Rs .....

Final Amount paid to contractor Rs. ....

Incumbency of officers for the work

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

Date of issue

Executive Engineer

.....  
.....

**Annexure - W**  
*(See clause 39 of Section 3 -GCC)*

Salient Features of Some Major Labour Laws Applicable

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

bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

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

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

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

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

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

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

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

## **Conditions of Contract**

### **Part – II Special Conditions of Contract [SCC]**

1. All works shall be carried out in strict accordance to the norms, procedure and specifications issued and enforced by BIS in Relevant Indian Standard specifications and code of Practices with up to date amendments and revisions, latest edition of National building code and National electric code. In addition the installation shall comply in all respects with the requirements of Indian Electricity Act 1910 and Indian Electricity Rule 1956 with up to date amendments and revisions and special requirements if any of the M.P. State Electricity Board or Chief Electrical Advisor to Government of Madhya Pradesh cum Chief Electrical Inspector and his subordinate office.
2. The contractor shall *make his own arrangements for supply of water and electricity* at his expense required for execution of work. The JSCL shall neither make any such arrangements nor shall make any payments in this regard.
3. The contractor has to *construct at his own cost his site office and store at site on a suitable place and location as permitted by JSCL*. The JSCL shall not provide any place or room in the building under construction for storage of equipment's required for work. No amount shall be paid to the contractor in this regard.
4. *Proper upkeep and maintenance and safety of store and stocks of materials brought at site shall be the sole responsibility of the contractor*. The materials got damaged due to negligence of its up keeping at site or due to mishandling shall have to be replaced by the contractor at his own cost. On discovery of such damages the JSCL shall recover the amount paid through the running bills to the contractor and shall only be reimbursed after the replacement of the same. The JSCL shall also not be responsible for theft of materials from site and the contractor has to replace all such materials at his own cost. No compensation whatsoever shall be payable to the contractor on above grounds.
5. Time being the essence of the contract, the contractor shall *before drawl of agreement prepares a detail time bound work execution program which shall be approved by Engineer in charge*. The contractor has to execute the work in strict accordance to the time bound execution program submitted by him, mutually agreed, approved.
6. Time schedule can be revised by the JSCL for any unforeseen unavoidable reasons whatsoever. It may be necessary to stop the work at certain place due to some unavoidable reasons and restart the work at later date. Such contingencies shall not vitiate the contract and shall not be considered a ground for extra claim for any reason whatsoever. However time extension shall be allowed only for such days for which the work was stopped by JSCL.
7. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencement or execution for work whatever the cause of delay may be including delay arising out of other materials, supply of materials, transportation for any matter related with MPPKVV Co. Ltd. & Electrical Safety Department or any other reasons whatsoever, the JSCL shall not be liable for any claim in respect thereof.

8. The contractor shall finalize the layout of work, physically at site, and get approved by MPPKVV Co. Ltd. Jabalpur Before placing orders for material. Approval of above layout by MPPKVV Co. Ltd. Jabalpur shall be general and shall not absolve the contractor with responsibility of its correctness.

9. The contractor shall within specified period from the date of issue of work order shall prepare all relevant drawings to be submitted to the applicable office of Electrical Inspector MP Govt or any other competent office for approval. All required sanctions and approvals from the above offices shall have to be obtained by the contractor within the above stipulated period at his own cost.

10. Rate quoted shall be applicable for works at all height unless otherwise specified in the schedule of quantities.

11. The contractor shall submit the drawing in three sets to JSCL for this work duly approved by the Office of the electrical Inspector MP govt. and MPPKVVCo. Ltd. Jabalpur within specified days from the date of work order. The approval of these drawing will be general and will not absolve the contractor of the Responsibility of the correctness of those drawings.

12. The contractor shall submit test reports of the equipment's to be supplied and drawings for approval of the Engineer in charge before supplying/Installation the equipment. The successful tenderer shall also submit the purchase bill of all items as required and directed at no cost.

13. (A) The contractor shall have to arrange all free of cost facilities for the inspection, such as employ or material labour etc. and any fees payable to Government or any competent authority at his own cost. The contractor shall arrange to obtain all sanctions from the concerning office of MPPKVV Co. Ltd. and from the elect. Inspector Govt. of M.P. at his own cost. Any fees in respect of above work paid by the contractor shall not be reimbursed or refunded by the JSCL and no claim for compensation shall be entertained in this regard .Copy of all such sanctions has to be submitted to Engineer In charge JSCL.

(B) The contractor has to arrange factory inspection of all major items as required by Engineer –in-Charge at the manufacturer's works before dispatch of material. Date of inspection should be informed 15 days in advance to JSCL. If required by the Engineer-in-Charge or concerned office of MPPKVV Co. Ltd. or the contractor has to get any equipment or complete installation checked and tested by any Government/Semi Government/ Private authority such as CPRI, BHEL, NABL labouratory, Testing department of MPPKVV Co. Ltd. Jabalpur etc. at his own cost. He shall also provide free of cost all labour, material, equipment's etc. for the purpose of above testing. The contractor shall not be entitled for any compensation on this ground. If required by Engineer-in-Charge contractor will have to arrange for third party inspection of entire installation done by him and he will have to rectify / repair / replace any defects pointed out by inspection agency.

(C) The consultant appointed by JSCL is authorized for following:

- a) To visit the site from time to time to inspect the quality of work.
- b) To issue working drawings with specifications to the contractor.

- c) Technically guide the contractor if required.
  - d) To accompany JSCL officials for factory inspections of material if required.
14. The contractor shall be responsible for removal of all defects and shall make rectification in the work at his own cost if any at the time of handing over the installation to MPVV Co. Ltd. without any claim for compensation.
15. It shall be the duty of the contractor to arrange all clearances from Electrical Inspector MP Govt, to coordinate and peruse the officers of MPPKVV Co. Ltd. for periodical inspections during the currency of contract and final inspection of the work and get the complete installation electrically charged. No extra payment shall be made to the contractor in above account.
16. The contractor at his own cost and efforts shall arrange periodical inspection of work by various officers of MPSEB during course of execution of work and any instruction issued by the officers of MPVV Co. Ltd. shall be communicated to JSCL in writing by the contractor and prior permission shall be taken from JSCL before its compliance.
17. The contractor should note that any delay / on the part of MPPKVV Co. Ltd. on any account what so ever shall not be entertained as a reason for time extensions in case of delay in completion of the work covered under this entire contract. The tenderer should therefore be aware and should not that execution and timely completion of External Electrification work in full coordination with other development and construction works covered under the scope of contract shall be sole responsibility of successful tenderer.
- 18. The complete installation shall be guaranteed for sixty calendar months after physical completion of work. During this period the contractor will have to maintain & operate entire system at his own cost by employing his manpower and required material without any extra cost to JSCL. The guarantee & maintenance period shall be reckoned from the date of charging and handing over the installation to MPPKVV Co. Ltd (physical completion). The date of handing over the installation to MPPKVV Co. Ltd. by contractor shall be the date of completion of physical work. All Compact type Packaged substations, Transformers, RMUs, VCBs, capacitor banks, feeder pillars, switches, fuses, CTs, PTs, cables, conductors, poles, earthing, lighting fixtures, etc. shall be guaranteed for 60 calendar months from the date of handing over the installation to MPPKVV Co. Ltd (physical completion). The contractor has to replace / repair the faulty or damaged material to the full satisfaction of JSCL/ MPPKVV Co. Ltd. in the event of failure / damage of any item during the said guarantee period.**
19. The contractor has to quote his rates for items in strict accordance to the list of approved make of materials. The tenderer has to ensure before filling up the rates regarding their availability and period of delivery.
20. The contractor shall note that during the execution of works there is likelihood in charge of layout, specification and change in quantities of items entered in the schedule of items for which the contractor has tendered his rates. The increase or decrease in the quantities of such items may be up to any extent and the tenderer shall not be entitled to any compensation for any loss suffered by him on account or procurement of additional quantities of such items due to such changes.

21. Time schedule may be revised by the JSCL from time to time keeping in view of the approval of drawings or items or for any reasons whatsoever. It may be necessary to stop the work at certain places due to some unavoidable reasons and restart the work at later date. Such contingencies shall not vitiate the contract and shall not be considered a ground for extra claim.

22. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencement or execution of work whatever the cause of delay may be including delay arising out of other materials or any reasons whatever and the JSCL shall not be liable for any claim in respect thereof.

23. All dismantled material to be deposited at M.P.P.K.V.V.C.L. store by the contractor without any extra cost.

**24. Performance security will be 5% of the contract value. The successful bidder shall bound to submit Performance Security in the form of FDR format scheduled bank or a bank guarantee of 5% of contract value at the time of agreement & in addition to this 5% will be deducted from bills as security deposit. This Performance Security (5%) and security deposit (5%), that is total 10% shall be released after satisfactory completion of the contract after the maintenance period.**



## **SECTION 4**

### **BILL OF QUANTITIES (BOQ)**

Attached as separate excel sheet

## SECTION 5

### AGREEMENT FORM

#### AGREEMENT

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

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

#### **NOW THIS AGREEMENT WITNESSED as follows:**

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

In witnessed where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of:

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

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## FORM OF BANK GUARANTEE

### Performance Security/Additional Performance Security

The Executive Director,

Jabalpur Smart City Limited

Jabalpur

WHEREAS:

- A. \_\_\_\_\_ [name and address of contractor] (hereinafter called the "Contractor") and Jablapur Smart City Limited, \_\_\_\_\_, (hereinafter called the "Employer") have entered into an agreement (hereinafter called the "Agreement") for the Project Name ..... the state of Madhya Pradesh on online Item wise Rate (the "Item rate") basis, subject to and in accordance with the provisions of the Agreement.
- B. The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs..... cr. (Rupees ..... crore) (the "Guarantee Amount").
- C. We, ..... through our branch at ..... (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Employer, under the hand of an officer not below the rank of Engineer in Charge in the Jabalpur Smart City Limited, which the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on

- the Bank. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other employer or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
  4. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
  5. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
  6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
  7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Employer on the Bank under this Guarantee all rights of the Employer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
  8. The Guarantee shall cease to be in force and effect on \*\*\*\*\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Employer pursuant to the provisions of the Agreement.
12. This guarantee shall also be operatable at our..... Branch at Jablapur, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

## Appendix 1

### Format for Affidavit Certifying no Blacklisting

(On Non - judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

### Affidavit

I, M/s. .... (Sole Bidder / Lead Partner/ Other Member(s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoters/directors are not barred by the Employer or blacklisted by any state government or central government / department / funding agency in India from participating in projects, either individually or as partner of a Joint Venture as on the .....(*seven days prior to date for close for bidding*).

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate the Employer of such blacklisting.

We further confirm that we are aware that as per Clause 25 of the Tender for Selection of Contractor for \_\_\_\_\_, our Bid for the captioned project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the bid document at any stage of the bidding process or thereafter the contract agreement will be liable for termination.

Dated this .....Day of ....., 2018.

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Note:

- To be executed separately by all the partners in case of joint venture.